



PROFESSIONAL SERVICES AGREEMENT NO. 47439D

Subject: Professional, Technical, and Engineering
Consulting Services

Company Name: HDR Engineering, Inc.

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AGREEMENT NUMBER 47439D

**BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
HDR Engineering, Inc.**

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

RECITALS

WHEREAS, the LADWP proposes to enter into Agreement Nos. 47439A, 47439B, 47439C, 47439D, 47439E, and 47439F (Agreements) with WorleyParsons Group, Inc. (WorleyParsons); AECOM Technical Services, Inc. (AECOM); Black & Veatch Corporation (Black&Veatch); HDR Engineering, Inc. (HDR); Integrated Engineers & Contractors Corporation (IEC); and Stantec Consulting Services, Inc. (Stantec), respectively, for Professional, Technical, and Engineering Consulting Services for a term of five (5) years; and

WHEREAS, LADWP has evaluated, contacted references, and found WorleyParsons, AECOM, Black&Veatch, HDR, IEC, and Stantec the most qualified to provide as-needed professional, technical, engineering, training, and support services; and

WHEREAS, WorleyParsons, AECOM, Black&Veatch, HDR, IEC, and Stantec have reviewed the services to be provided and incorporated in the Agreements and represent that they have the qualities, expertise, skills and abilities to perform such work; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: PARTIES AND NOTICE

1.1 Parties to the Agreement

The Parties to this Agreement are:

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

and

HDR Engineering, Inc.
801 South Grand Avenue, Suite 500,
Los Angeles, CA 90017-4633

1.2 Service of Notices

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

If the name or address of the person(s) designated to receive notices, demands or communications, is changed, or additional persons are added to receive notices, demands or communications, written notice shall be given to the other Party, in accord with this article, of said change.

The authorized representatives to receive said notices shall be:

Authorized representatives of LADWP:

Mr. Mukhlesur Bhuiyan
Contract Administrator
Power System Planning and Development
111 N Hope St, Room 921
Los Angeles, California 90012
(213) 367-2532
Mukhlesur.Bhuiyan@ladwp.com

and

Mr. Simon Zewdu
Power Engineering Manager
Power System Planning and Development
111 N Hope St, Room 921
Los Angeles, California 90012
(213) 367-2525
Simon.Zewdu@ladwp.com

Authorized representatives of the Consultant:

Mr. Tobias Wolf
Program Manager
801 South Grand Avenue, Suite 500
Los Angeles, CA 90017-4633
(858) 712-8370
Tobias.Wolf@hdrinc.com

And

Mr. Kip Field, PE
Senior Vice President
801 South Grand Avenue, Suite 500,
Los Angeles, CA 90017-4633
714-730-2325
Kip.Field@hdrinc.com

1.3 Execution of Task Orders and Contract Administration

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

ARTICLE II: TERM OF THE AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate five (5) years thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained LADWP approval of insurance required herein.

ARTICLE III: TIME

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

ARTICLE IV: COMPENSATION AND PAYMENT

4.1 Compensation

4.1.1 Not-to-Exceed Amount

The total compensation that may be paid to the Consultant by LADWP for complete and satisfactory performance of services under this Agreement along with the other five Agreements numbered 47439A, 47439B, 47439C, 47439E, and 47439F shall not exceed cumulatively Seventy-Eight Million and Three Hundred Sixty Thousand dollars (\$78,360,000).

4.1.2 Authorized Expenditures

Of the total amount of compensation included in Article 4.1.1 above, LADWP shall pay the Consultant for services performed, tasks implemented, and deliverables provided as specified in individual Task Orders executed in accordance with Article 4.2, Allowable Fees and Costs, and Article VI, Task Order Development and Approval, of this Agreement. LADWP shall not be liable for payment of monies unless there is a written Task Order approved by LADWP's authorized representative(s) identified in Article 1.2 of this Agreement. Therefore, there is no guarantee that the Consultant shall receive any amount of work during the term of this Agreement.

4.2 Allowable Fees and Costs

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

4.2.1 Payment of Subconsultant Costs

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

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

4.2.2 Reimbursement of Travel Expenses

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

4.2.3 Other Reimbursable Expenses

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

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

4.2.4 Conditions for Payment for Overtime

Any work required by an individual in excess of eight (8) hours a day, or on a weekend, holiday, or any other instance in which payment of an

overtime or labor rate premium could be applicable shall be based on the labor rates established in **Exhibit C, Fee Schedule**. In special circumstances, an overtime or labor rate premium may be allowed at the sole option of LADWP, with prior written approval by an LADWP authorized representative designated in Article 1.2 of this Agreement. The overtime billing rate shall be calculated based upon the employee's salary rather than the entire fully loaded billing rate.

4.3 Method of Payment

Payment for Consultant services shall be made in accordance with authorized Task Orders. The Consultant shall submit invoices to LADWP in accordance with authorized Task Orders, with the billings against each individual Task Order tracked separately. Each invoice shall be accompanied by a statement detailing the services performed, tasks completed and the deliverables provided for which payment is requested, supporting documentation, and the LADWP Monthly Subcontractor Utilization Form, or its successor reporting format.

4.3.1 Required Invoice Information

A hard copy of the invoice shall be submitted to Accounts Payable Section, Department of Water and Power, City of Los Angeles, PO Box 51211, Room 424, Los Angeles, CA 90051-5511. An electronic copy of the invoice must be concurrently submitted and emailed to DWPAgreementInvoices@ladwp.com, and invoices shall be submitted to:

Mr. Mukhlesur Bhuiyan
Contract Administrator
Power System Planning and Development
111 N Hope St, Room 921
Los Angeles, California 90012

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

1. Consultant name, address, and vendor code number as registered on LADWP vendor database
2. City of Los Angeles Business Tax Registration Number
3. Internal Revenue Service ID Number
4. Date of invoice
5. Invoice number
6. Contract number
7. Summary of individual Task Orders, including amount of current invoice, total invoiced to date, total authorized Task Order

amount, Task Order percent complete, and percent of authorized Task Order cost invoiced to date, and the end date of the Task Order

8. Description of services and deliverables provided related to each individual Task Order and associated costs
9. Supporting documentation for all costs and expenses, in a format acceptable to LADWP
10. Following certification statement signed by the Consultant:
"I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et. Seq."
11. Taxes
12. Total amount of invoice
13. Approval signature blocks for LADWP project manager and LADWP authorized representative(s) identified in Article 1.1, Parties to the Agreement and Service of Notices, of this Agreement
14. An accompanying LADWP Subcontractor Utilization Form, or its successor reporting format, identifying the amounts paid to each authorized Subconsultant for both the current invoice and total invoiced to date. The Consultant shall explain any deviations from the anticipated Subconsultant percentages identified in **Exhibit E, List of Subconsultants**, attached hereto and made a part hereof, and recommendations for recovering any shortfalls in Subconsultant utilization
15. The following specific language in the invoices/bills is acceptable:
"Consultant certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was conducted by an individual(s) and for whom no disqualifying information (including felonies, offenses or moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between the Consultant and LADWP) has been found."

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

4.3.2 Time and Material Task Order Invoices

For Task Orders specifying a time and materials method of payment, the Consultant shall invoice LADWP on a monthly basis for costs and expenses. The Consultant shall provide documents supporting costs and

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

4.3.3 Fixed Price Task Order Invoices

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

4.3.4 Notice of Items Not Approved for Payment

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

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

4.3.5 Notification of Status of Task Order Expenditures

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

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

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

4.3.6 Timely Invoicing

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

4.3.7 Maximum Authorized Amount

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

4.4 Labor Rate Adjustment

The labor rates in Exhibit C, Fee Schedule, shall be firm for the first year following the effective date of the Agreement. The Consultant may submit a written request to LADWP for only labor rate adjustment per annum thereafter, at least 30 days before the anniversary of the effective date of this Agreement. If the request is not received 30 calendar days prior to the anniversary date, if approved, the request will be effective 30 calendar days after LADWP receives Consultant's written request.

LADWP will review the rate adjustment request and may change it, upward or downward, by written mutual agreement between the Consultant and LADWP. Rate adjustment shall not exceed the prior year's average Consumer Price Index calculated by using the "annual" averages column data for the United States (U.S.) Department of Labor, Bureau of Labor Statistics Consumer Price Index, U.S. city average for Urban Wage Earners and Clerical Workers, All Items.

ARTICLE V: PROVISION OF SERVICES

5.1 Services to be Provided by the Consultant

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

5.1.1 Description of Consultant Services

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

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

5.1.2 LADWP Approval of Work

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

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

The Consultant shall provide access and make available to LADWP the Consultant's internal documents, reports, and reviews directly related to

the work being performed pursuant to this Agreement, such as Project Schedule related documents and performance and project management audits.

5.1.3 Industry Standard of Care

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

5.2 Consultant Personnel

5.2.1. Key Consultant Personnel

Key Consultant personnel to be assigned to this Agreement are identified in the **List of Key Consultant Personnel** set forth in **Exhibit F**. Key Consultant Personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

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

5.2.2 Unavailability of Key Personnel

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

The Consultant recognizes and agrees that early notification of the unavailability of key Consultant personnel and proposed replacement personnel is essential to avoiding delays in completing the services, work,

tasks, and deliverables established in this Agreement or authorized Task Orders since the award of this agreement was predicated upon the competency of the Key Personnel provided.

5.2.3 Removal of Consultant Personnel

LADWP shall have the right, in its absolute discretion, to require the removal of Consultant's personnel at any level assigned to the performance of the Services or Work, if LADWP considers such removal necessary in the best interests of the Program and requests such removal in writing. Such personnel shall be promptly removed from the Project by the Consultant at no cost or expense to LADWP. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Project.

5.3 Consultant Use of Subconsultants

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

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

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

5.3.1 LADWP Pre-Approval of Subconsultants

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

5.3.2 Subconsultant Subcontracting

Subconsultants may not subcontract or delegate assigned work unless approved in writing by LADWP.

5.3.3 Agreement Provisions Applicable to Subconsultants

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

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

5.3.4 Copies of Consultant Subconsultant Contracts

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

ARTICLE VI: TASK ORDER DEVELOPMENT AND APPROVAL

6.1 Task Order Request for Proposal (TORP)

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

1. Task order number
2. Task name or title
3. Purpose and Objective of the task assignment
4. Prerequisites to Consultant's performance
5. Scope of Work
6. Premises (assumptions, conditions, restrictions, project location, etc.)
7. References (from past projects for similar work)
8. Key Consultant and Subconsultant personnel required for the task
9. Anticipated SBE/DVBE/MBE/WBE subcontractor participation
10. Method of compensation (fixed price or time-and-materials basis)

11. Estimated total expenditures, including not-to-exceed cost or mutually established fixed price costs, to be paid to the Consultant to perform the task assignment
12. Detailed cost estimate with work breakdown, personnel or labor category, labor hours, labor rates, and expenditures as basis for the amount in Item 11
13. Applicable Consultant and Subconsultant Labor Rates and Fees, if not included in **Exhibit C, Fee Schedule** of the Agreement
14. Schedule, including expected progress reports and expected completion date
15. LADWP's designated Task Order Authorized Representative(s) as identified in the TORP.
16. Deliverables
17. The methodology for evaluation of the successful task order proposal.

6.2 Task Order Proposal

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

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

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

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

6.3 Evaluation of Task Order Proposal

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

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

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

LADWP and the Consultant agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials Task Order for services based upon the Consultant labor rates established in **Exhibit C, Fee Schedule**. Failure to agree on the price of such Task Orders shall be treated as a dispute and subject to the provisions of Article XI, Disputes, of this Agreement.

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

6.4 Task Order Approval and Authorization

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

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

6.5 Task Order Modifications

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

ARTICLE VII: OWNERSHIP

7.1 Ownership Rights

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

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

7.1.1 Use of Deliverables

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

has the absolute right to use the deliverable until such time as the Consultant can remedy the identified deficiency.

In the event deliverables are altered by LADWP or used for a purpose other than the purpose for which it was intended, LADWP agrees to indemnify and hold the Consultant harmless from losses, damages and claims brought against the Consultant resulting from such alteration or reuse.

7.1.2 Execution of Ownership Documents

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

7.2 Warranty Against Infringement

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

7.3 Survival of Provisions

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

ARTICLE VIII: CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

8.1 Confidentiality

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

documents, records, and information in its possession. The provisions of this Article VIII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

8.2 Reference Background Checks

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

ARTICLE IX: TERMINATION AND SUSPENSION

9.1 Termination for Convenience

9.1.1 Notice of Termination

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

9.1.2 Receipt of Notice of Termination

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

- A. Stop work under the Agreement or Task Order on the termination effective date and to the extent specified in the notice of termination.
- B. Place no further orders with Subconsultants for any work except as may be necessary for completion of such portions of the services or work expressly excluded from the Notice of Termination.

- C. Communicate any Notice of Termination to the affected Subconsultants at any tier.
- D. Terminate all orders and contracts with subconsultants that relate to the performance of the services or work.
- E. Settle outstanding liabilities and claims arising out of such termination of orders and contracts with subconsultants, with the acceptance of LADWP if required (which acceptance will be for the final purposes of this Article).
- F. Deliver to LADWP, within ten (10) calendar days after termination, any and all data, reports, other documents, and deliverables, or portions thereof, if any, prepared pursuant to this Agreement, but not already delivered.
- G. Transfer title to LADWP (to the extent that title has not already been transferred) in the manner and at the times and to the extent directed by LADWP, the work in process, completed work, and other material produced as part of or required in respect to performance of this Agreement.
- H. Comply with any other requirements of LADWP as may be specified in the Notice of Termination.

9.1.3 Amount Due

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

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

9.2. Termination for Cause

LADWP may terminate this Agreement for cause by giving the Consultant a written notice of breach. The Consultant shall have ten (10) calendar days from the date of LADWP's notice of breach to cure, or diligently commence to cure

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

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

9.3 Suspension of Work

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

9.4 Termination Transition

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

ARTICLE X: AMENDMENTS AND ADMINISTRATIVE CHANGES TO THE AGREEMENT

10.1 Amendments

10.1.1 Request for Amendment

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

10.1.2 Development of Amendments

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

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

10.1.3 Approval and Authorization of Amendments

Amendments shall be incorporated into this Agreement by a written approval properly executed and signed by the Board of Water and Power Commissioners and the person(s) authorized to bind the Consultant thereto. LADWP shall deliver the fully executed Amendment.

Amendments that result in an Agreement term of greater than three (3) years in the aggregate may require City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter "City Charter").

10.2 Administrative Changes

10.2.1 Request for Administrative Changes

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

10.2.2 Development of Administrative Changes

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

written statement regarding the implementation and impact of the administrative change.

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

10.2.3 Approval and Authorization of Administrative Changes

Upon approval of the Administrative Change to the Agreement prepared pursuant to Article 10.2.2, LADWP's authorized representatives as identified in Article 1.2, of this Agreement, or their designee established in writing, shall deliver to the Consultant an Administrative Change authorization to the Agreement (hereinafter " Notice of Administrative Change") for execution, consistent with Article 1.3 of this Agreement.

10.3 Order of Precedence

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

- Latest Amendment
- Agreement
- Latest Administrative Change
- Task Order Assignment
- Other reference documents
- Proposal response dated November 1, 2016
- Request for Proposal No. 90370 dated May 20, 2016 and any amendments thereto.

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

ARTICLE XI: DISPUTES

11.1 Disputes

11.1.1 Dispute Resolution

The parties shall use their best efforts to resolve disputes under this Agreement. If a settlement cannot be reached, or in the event of default that could result in termination of this Agreement, LADWP and the Consultant shall schedule a meeting of the individuals identified in Article 1.2 in a good faith attempt to resolve the issues in dispute. Such a Dispute Resolution meeting shall be scheduled and held within ten (10) business days of written request by either party. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

11.1.2 Continued Work

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

11.1.3 Claim Procedures

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

ARTICLE XII: ENTIRE AGREEMENT

12.1 Complete Agreement

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. No verbal, or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except as provided by Article X, Amendments and Administrative Changes to the Agreement, signed on behalf of LADWP and Consultant and by their duly authorized representatives. Any purported oral amendment to this Agreement shall have no effect.

12.2 Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-six (26) pages and eleven (11) Exhibits, which constitute the complete understanding among the Parties.

12.3 Represented by Counsel

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

[Signature page follows.]

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

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

HDR Engineering, Inc.
*(Must be signed by
representatives or officers of HDR)*

By: _____
DAVID H. WRIGHT
General Manager

By: Ang A. Gu
Chairman of Board of Directors,
President or Vice President
SENIOR VICE PRESIDENT

Date: _____

Date: 5-24-17

And: _____
BARBARA E. MOSCHOS
Secretary

By: Kim D. Z. P.
Corporate Secretary or
Chief Financial Officer
Vice President

Date: 5-25-17

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. BROERSMA, DEPUTY CITY ATTORNEY
MAY 25 2017
BY [Signature]
DINK P. BROERSMA
DEPUTY CITY ATTORNEY

HDR Engineering, Inc.
Vendor Code: 058094016
City Business Tax Registration Certificate Number: 000032976-0001-9
Internal Revenue Service ID Number: 47-0680568
Agreement No. 47439D

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

By: *[Signature]*
 Chairman of Board of Directors
 President of the Board
 Robert W. Baskin

By: *[Signature]*
 General Manager
 David H. Wright

Date: 7-24-11

Date: 7-24-11

By: *[Signature]*
 Chief Financial Officer
 Corporate Secretary of
 HDR Engineering, Inc.

By: *[Signature]*
 Secretary
 Barbara E. Moschis

By: *[Signature]*

RECEIVED BY: [Signature]
 DATE: [Signature]

[Faint circular stamp]

EXHIBIT A
General Conditions (Services)

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GC-1 Construction of Provisions and Titles Herein

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

GC-2 Applicable Law, Interpretation, Enforcement and Severability

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers compensation, and licensing laws which affect employees. Consultant shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*. If any part, term or provision of this Agreement shall be held invalid, void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions shall not be affected or impaired thereby.

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

GC-3 Time of Effectiveness

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

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

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

GC-4 Integrated Agreement

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

GC-5 Force Majeure

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

GC-6 Waiver

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

GC-7 Independent Consultant

The Consultant is acting hereunder as an independent Consultant and not as an agent or employee of LADWP or the City of Los Angeles, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The Consultant, including Consultant's Subconsultants, suppliers, employees, and agents, shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or

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employee of LADWP for any purpose whatsoever. The Consultant shall not be entitled to any LADWP or City of Los Angeles benefits, including but not limited to, vacation, sick leave, Workers' Compensation, or pension.

GC-8 Prohibition Against Assignment or Delegation

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

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

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

GC-9 Licenses and Certifications

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

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

A. Non Discrimination and Equal Employment Practices

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

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

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B. Affirmative Action Program

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

Furthermore, the Consultant shall include similar provisions in all subcontracts awarded for work to be performed under the Agreement with the Department and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Department.

GC-11 Claims for Labor and Materials

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

GC-12 Los Angeles City Business Tax Registration Certificate Required

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

GC-13 Indemnification Provisions

General Indemnification

The Consultant undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of LADWP, defend LADWP and any and all of its Board, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Consultant's employees and agents, or damage or destruction to any property of either party hereto, or

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third persons in any manner caused by the acts, errors, or omissions incident to the performance of this contract on the part of the consultant, or the Consultant's officers, agents, employees, or sub-consultants of any tier, except for the sole negligence or willful misconduct of LADWP, its Board, officers, agents, or employees.

Intellectual Property Indemnity

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

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

In addition, if any part of the Consultant Product (a) becomes the subject of an action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, Consultant shall, with LADWP's consent, do one of the following immediately at its expense: i) procure for LADWP the right to continue using said infringing part of the product; ii) replace the product with a functionally equivalent, non-infringing product; or iii) modify the product so it becomes non-infringing.

Exercise of any of the above-mentioned options shall not cause undue business interruption to LADWP or diminish the intended benefits and use of the Consultant Product by LADWP under the specifications herein. If Consultant proves, to LADWP's satisfaction, that none of the

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options (i), (ii), or (iii) are feasible, Consultant shall instead refund the full purchase price of the product.

Rights and remedies available to LADWP hereinabove shall survive the expiration or other termination of this Agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

This Condition shall survive the expiration or other termination of this Agreement.

GC-14 Insurance

A. General Statement

Acceptable evidence of required insurance, from insurers acceptable to LADWP, is required to be submitted by the Consultant and must be maintained current by the Consultant throughout the term of this Agreement. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any agreement for services rendered, and in order to commence work under this Agreement.

B. Applicable Terms and Conditions

(1) Additional Insured Status Required

Consultant 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 by use of City's own endorsement form or by other endorsement(s) attached to such policies, include the City of Los Angeles, LADWP, the Board, and all of their respective officers, employees and agents, their successors and assigns, as additional insureds against the area of risk described herein as respects Consultant's acts, errors, or omissions in its performance of this Agreement, hereunder or other related functions as agreed upon by the parties and performed by or on behalf of Consultant. Such insurance shall not limit or qualify the liabilities and obligations of the Consultant assumed under this Agreement.

(2) Severability of Interests and Cross Liability Required

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Each specified insurance policy, as applicable, shall contain a Severability of Interest and Cross Liability clause and shall apply separately to each insured against whom a claim is made or suit is brought and a Contractual Liability Endorsement.

(3) Primary and Non-Contributory Insurance Required

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

(4) Proof of Insurance for Renewal or Extension Required

Within ten (10) days after the expiration date of any of the policies required on the attached Contract Requirement page, Consultant shall provide documentation showing that the insurance coverage has been renewed or extended to LADWP.

(5) Submission of Acceptable Proof of Insurance and Notice of Cancellation

Consultant shall provide proof to the Risk Manager of all specified insurance and related requirements either by use of LADWP'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. The documents evidencing all specified coverage shall be filed with LADWP prior to Consultant beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverage, the date the protection begins for LADWP, and the insurance carrier's name. It 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 Risk Management Section at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by electronic means or registered mail to: The Risk Management Section, Financial Service Organization, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

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(6) **Claims-Made Insurance Conditions**

Should any portion of the required insurance be on a "Claims Made" policy, the Consultant shall, at the policy inception date following each renewal year, provide evidence that the "Claims Made" policy has been renewed with a retro-active or extended discovery period at a minimum to the policy in place as of the effective date of this agreement with the same limits, terms and conditions of the expiring policy.

(7) **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 LADWP may immediately terminate or suspend this Agreement.

(8) **Specific Insurance Requirements**

See **Exhibit G, Contract Insurance Requirements-LADWP.**

GC-15 Child Support Policy

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

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

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

EXHIBIT A
General Conditions (Services)

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

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time.

- A. Consultant assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- B. Consultant further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Consultant shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Consultant shall receive and retain on file the executed pledges from each such Subcontractor within ninety (90) days of the execution of the Subcontract. Consultant's evidence of executed pledges from each such Subcontractor shall fully discharge the obligation of the Consultant to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
- C. The Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Consultant shall post the Notice of Prohibition Against Retaliation provided by the City.
- D. Any Subcontract entered into by the Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and SCWRO.
- E. Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

EXHIBIT A
General Conditions (Services)

Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Consultant has violated provisions of the LWO and the SCWRO or both.

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

Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

GC-17 Americans with Disabilities Act

The Consultant hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Consultant will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Consultant will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability. Any subcontract entered into by the Consultant, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

EXHIBIT A
General Conditions (Services)

GC-18 Retention of Records, Audit, and Reports

Consultant shall maintain, and shall cause Consultant's Subconsultants and suppliers as applicable to maintain all records pertaining to the management of this Agreement and, related subcontracts, and performance of services pursuant to this Agreement, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this Agreement. If the Consultant, the Consultant's Subconsultants and/or suppliers are required to submit cost or pricing data in connection with this Agreement, the Consultant must maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after "Authorized Auditors"), for a period of not less than four (4) years following final payment made by LADWP hereunder or the expiration date of this Agreement, whichever is later. The Consultant shall make said records 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 Consultant's offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the Consultant on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The Consultant shall not, however, be required to furnish the Authorized Auditors with commonly available software.

Consultant, and the Consultant's Subconsultants and suppliers, as applicable to the services provided under this Agreement, shall be subject at any time with fourteen (14) calendar days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation.

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

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

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General Conditions (Services)

Consistent with standard auditing procedures, the Consultant will be provided fifteen (15) calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization and public release.

If the Authorized Auditor's examination or audit indicates the Consultant has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the Consultant to LADWP within fifteen (15) calendar days of notice to the Consultant of the identified overpayment.

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

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

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

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

GC-19 LADWP's Recycling Policy

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

GC-20 Taxpayer Identification Number (TIN)

The Consultant represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, the Consultant shall maintain, or obtain as

EXHIBIT A
General Conditions (Services)

necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

GC-21 Beneficiaries

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

GC-22 Consultant's Successors and Assigns

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

GC-23 Attorney's Fees and Costs

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

GC-24 Equal Benefits Ordinance

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

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

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

- B. The failure of the Contractor to comply with the EBO may be deemed to be a material breach of the Contract by the Awarding Authority.

EXHIBIT A
General Conditions (Services)

- C. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the Bureau of Contract Administration determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

GC-25 Contractor Responsibility Program

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

The Contractor further agrees to:

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

EXHIBIT A
General Conditions (Services)

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

GC-26 Bidder Campaign Contribution and Fundraising Restrictions

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

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

GC-27 Municipal Lobbying Ordinance

The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than \$25,000 and a term of at least 3 months, shall comply with the City Ethics Commission's "CEC Form 50" (1 page) affidavit. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the City Ethics Commission's website at http://ethics.lacity.org/PDF/laws/law_mlo.pdf. Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

EXHIBIT A
General Conditions (Services)

GC-28 Iran Contracting Act of 2010

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

GC-29 Contractor Performance Evaluation

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

GC-30 Errors and Omissions

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

GC-31 Safety

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

The Consultant shall do everything reasonable to protect the life, safety, and health of persons at the construction site. The Consultant shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render safe and healthful employment. The Consultant shall be responsible for ensuring that each of the Consultant's Subconsultants meets the standards of this Article.

EXHIBIT A
General Conditions (Services)

GC-32 Non-Interference

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

END OF GENERAL CONDITIONS

EXHIBIT B
Special Provisions

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Special Provisions

SP-1 Definitions

| | |
|-------|---|
| DER: | Distributed Energy Resources |
| FERC: | Federal Energy Regulatory Commission |
| IEEE: | Institute of Electrical and Electronics Engineers |
| NEC: | National Electrical Code |
| NERC | North American Electric Reliability Corporation |
| PSRP: | Power System Reliability Program |
| SBA: | Small Business Administration |
| SBE: | Small Business Enterprise |
| TORP: | Task Order Request for Proposal |
| WECC: | The Western Electricity Coordinating Council |

SP-2 Construction/Design Contracts

The Consultant shall employ value engineering practices and reviews in development of engineering and architectural designs.

SP-3 Drawings

- A. Drawings produced by the Consultant shall conform to the best standards of the profession. Information shall be organized in a logical, systematic manner with as much information on a single drawing as can be done without impairing clarity and quality.

- B. Drawings shall be positive and right reading. They shall not be folded and shall be sufficiently legible to make 35 mm microfilm negatives which can be read clearly when enlarged 14.5 times. Drawings shall incorporate LADWP's title block, legends and numbering system. When requested by LADWP, drawings shall be made on LADWP-furnished sheets. Final drawings shall be furnished either on Mylar sheets or on vellum sheets accompanied by electronic data suitable for LADWP's automated drafting system.

EXHIBIT B Special Provisions

- C. Drawings shall fully demonstrate the work to be done and the materials required. Dimensions, diagrams, descriptions, cross sections, and details shall demonstrate adequacy of design. Upon request by LADWP engineering calculations which demonstrate the adequacy of the design shall be provided to LADWP.
- D. Drawings shall be composed using an automated drafting system in a manner which shall facilitate revisions on LADWP's system. This includes layering of information and the attachment of data files to the drawings as appropriate and where requested. Drawings shall identify field conditions against as-built drawings.
- E. Drawings, specifications, and reports shall be signed and sealed by professional engineers and architects with appropriate legal registration.

SP-4 Warranty and Responsibility of Consultant

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

SP-5 Commitment to Diversity: Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) Participation Program

It is the policy of LADWP to provide SBEs, DVBEs, Emerging Business Enterprises (EBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disadvantaged Business Enterprises (DBEs), and Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LADWP contracts.

The Contractor shall ensure that all Small Business Enterprise (SBE) and Disabled Veteran Business Enterprise (DVBE) requirements specified in the Contract have been met, and acknowledges an SBE commitment of 18% and a DVBE commitment of 3% of the total contract amount.

Achievement of the goal shall be measured by SBE/DVBE work completion and compensation.

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

EXHIBIT B Special Provisions

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

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

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

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

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

- A. Name of Subconconsultant
- B. Location and Phone Number of Place of Business
- C. Contract Person
- D. Subconsultant's License(s) number and expiration date (if applicable)
- E. Current Certification Status (if applicable)
- F. The portion of the Services that will be performed by each Subconsultant

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

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

EXHIBIT B Special Provisions

performance of the Work.

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

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

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

SP-6 RESERVED

SP-7 Materials Furnished by LADWP

LADWP will furnish the materials listed below:

- A. Existing tracking documents for reporting
- B. Access to LADWP shared drive for reporting

The Consultant shall give LADWP a written notice not less than 15 calendar days prior to the date the Consultant desires to take delivery of LADWP-furnished materials. Failure to submit such notice will relieve LADWP of responsibility to deliver materials in conformity with the Consultant's construction schedule.

The Consultant shall furnish all materials other than those specified in this Article which may be required to complete the work as set forth in this Agreement.

SP-8 Materials Furnished by the Consultant

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

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SP-9 Value Engineering

A. General-Reserved

B. Value Engineering Change Proposal (VECP)

Consultant may submit a VECP to reduce any of the following:

- (1) Total cost of construction
- (2) Construction activity duration
- (3) Traffic congestion

Before preparing a VECP, Consultant meets with the Engineer to discuss:

- (1) Proposal concept
- (2) Permit issues
- (3) Impact on other projects
- (4) Project impacts, including traffic, schedule, and later stages
- (5) Peer reviews
- (6) Overall proposal merits
- (7) Review times required by LADWP and other agencies

The VECP must not impair the project's essential functions or characteristics, including:

- (1) Service life
- (2) Operation economy
- (3) Maintenance ease
- (4) Desired appearance
- (5) Design and safety

The VECP must include:

- (1) Description of the Contract specifications and drawing details for performing the work and the proposed changes.
- (2) Itemization of Contract specifications and plan details that would be changed.
- (3) Detailed cost estimate for performing the work under the existing Contract and under the proposed change.
- (4) Deadline for the Engineer to decide on the changes.
- (5) Bid items affected and resulting quantity changes.

LADWP is not required to consider a VECP. If a VECP is similar to a change in the plans or specifications being considered by LADWP at the time the

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Special Provisions

proposal is submitted or if the proposal is based on or similar to plans or specifications adopted by LADWP before Contract award, LADWP does not accept the VECP and may make these changes without VECP payments.

If LADWP does not approve the change proposal before the deadline stated in the VECP or other date the Consultant subsequently stated in writing, the VECP is rejected. LADWP does not adjust time or payment for a rejected VECP.

LADWP decides whether to accept a VECP and the estimated net construction-cost savings from adopting the VECP or parts of it.

LADWP may require the Consultant to accept a share of the investigation cost as a condition of reviewing a VECP. After written acceptance, LADWP considers the VECP and deducts the agreed cost.

If LADWP accepts the VECP or parts of it, LADWP issues a written approval that:

- (1) Incorporates changes in the Contract necessary to implement the VECP or the parts adopted
- (2) Includes LADWP's acceptance conditions
- (3) States the estimated net construction-cost savings resulting from the VECP
- (4) Obligates LADWP to pay the Consultant 50 percent of the estimated net savings

In determining the estimated net construction-cost savings, LADWP excludes the Consultant's VECP preparation cost and LADWP's VECP investigation cost, including parts paid by the Consultant.

If a VECP providing for a reduction in working days is accepted by LADWP, 50 percent of the reduction is deducted from Contract time.

If a VECP providing for a reduction in traffic congestion or avoiding traffic congestion is accepted by LADWP, LADWP pays 60 percent of the estimated net savings in construction costs attributable to the VECP. Submit detailed traffic handling comparisons between the existing Contract and the proposed change, including estimates of the traffic volumes and congestion.

LADWP may apply an accepted VECP for general use on other contracts.

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If an accepted VECP is adopted for general use, LADWP pays only the Consultant who first submitted the VECP and only to the contracts awarded to that Consultant before the submission of the accepted VECP.

If LADWP does not adopt a general-use VECP, an identical or similar submitted proposal is eligible for acceptance.

SP-10 Labor Laws

The successful proposer and the proposer's agents, employees, and subcontractors shall comply with all applicable provisions of the Labor Code and all federal, state, and local laws and regulations which affect the hours of work, wages, and other compensation of employees, nondiscrimination, and other conduct of the work.

Workers shall be paid not less than prevailing wages pursuant to determinations of the Director of Industrial Relations, where applicable. To get the most current information on effective determination rates, the proposer shall contact:

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS AND RESEARCH
P.O. BOX 420603
SAN FRANCISCO CA 94142-0603
Telephone (Division Office): (415) 703-4780
Telephone (Prevailing Wage Unit): (415) 703-4774
Web: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

Penalties prescribed by the Labor Code for violations shall be forfeited to LADWP.

SP-11 Contractor and Listed Subcontractors Registration Requirement

In accordance with California Senate Bill 854 (SB 854), effective March 1, 2015, all proposers and their listed subcontractors submitting proposals or performing work that is subject to the payment of prevailing wages shall be registered with the State of California Department of Industrial Relations (DIR). Proposers and their listed subcontractors may register with the DIR at <http://www.dir.ca.gov/PublicWorks/PublicWorks.htm>. Proposers and their listed subcontractors that are subject to prevailing wages are solely responsible for keeping apprised of this requirement by utilizing the DIR website identified above.

SP-12 Indemnification for Design Professionals Relating to Construction Contracts Relative to California Civil Code Section 2782

Except for the sole negligence or willful misconduct of LADWP, the Consultant undertakes and agrees to defend, indemnify and hold harmless LADWP, the City of Los

EXHIBIT B

Special Provisions

Angeles, including but not limited to any of its boards, commissioners, officers, agents, employees, assigns and successors in interest (hereinafter, collectively, "Indemnitees") from and against any and all suits and causes of action, claims, losses, demands, penalties, judgments, costs, expenses and disbursements of any kind or nature whatsoever, including but not limited to attorney's fees (including allocated costs of internal counsel) and costs of litigation, damage, obligation or liability of any kind or nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to negligence, recklessness or willful misconduct of the Consultant, or negligent non-performance, or negligent breach of this Agreement, including but not limited to any such negligent act, error or omission or recklessness, or willful misconduct by or of the Consultant or Consultant's officers, employees, agents or Subconsultants of any tier, that results in death or injury to any person, or damage or destruction to property of any kind, or loss of use (hereinafter, collectively, "Indemnified Liabilities"). The provisions of this paragraph shall survive expiration or termination of this Agreement, and shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part, Consultant shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

SP-13 Conflicts of Interest

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

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

SP-14 RESERVED

SP-15 Background Check Certification Requirement

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

EXHIBIT B

Special Provisions

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

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

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

SP-16 Confidentiality

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

Any reports, findings, deliverables, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. The Consultant shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.

EXHIBIT B

Special Provisions

Notwithstanding the foregoing, the Consultant may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, the Consultant does not disclose any non-public information. The Consultant may not release any information, whether or not such information is public information, to the media without prior written approval from the LADWP.

Document Access/Control

- A. The Consultant shall make the confidential information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, available to its employees, agents and /or Subconsultants, only on a need-to-know basis. Further, the Consultant shall provide written instructions to all of its employees, agents and Subconsultants with access to the confidential information about the penalties for its unauthorized use or disclosure.
- B. The Consultant shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- C. The Consultant shall not remove documents, records, or information used or reviewed in connection with the Consultant's work for LADWP from LADWP facilities without prior approval from LADWP. The Consultant shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by LADWP that are reviewed during work on this Agreement.
- D. With prior written approval from LADWP, the Consultant may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
- E. The Consultant shall document and immediately report to LADWP any unauthorized use or disclosure of confidential information as defined in Article 8.1.
- F. The Consultant shall require that all its employees, agents, and subconsultants who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this

EXHIBIT B Special Provisions

Agreement, execute a confidentiality agreement that incorporates the provisions of this Article VII, Confidentiality and Restrictions on Disclosure prior to performing work under this Agreement.

- G. The provisions of this Article VIII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

SP-17 Security Policy and Requirements

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

Inability to meet the Security Requirements may be considered when evaluating the Consultant for consideration and award, including extensions or amendments to existing agreements. As security regulations and practices change over time, amendments and extensions to existing agreements may include additional Security Requirements not present in earlier agreements.

SP-18 American Iron and Steel Requirement (EPA Funded – Buy America)

The Contractor acknowledges to and for the benefit of LADWP and the State of California (the "State") that it understands the goods and services under this Contract are being funded with monies made available by the Safe Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Contract. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The Contractor hereby represents and warrants to and for the benefit of LADWP and the State that (a) the Contractor has reviewed and

EXHIBIT B

Special Provisions

understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, and, (c) the Contractor will provide any further verified information, certification or assurance of compliance as may be requested by LADWP or State. Notwithstanding any other provisions of this Contract, any failure to comply with this paragraph by the Contractor shall permit LADWP or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by LADWP or the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by LADWP). While the Consultant has no direct contractual privity with the State, as a lender to LADWP for funding of its project, LADWP and the Consultant agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without prior written consent of the State. Additional information on the State Revolving Fund American Iron and Steel Requirement provision can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm.

SP-19 Safety Compliance Certificate

The successful Consultant(s) will be required to execute and submit the form titled, "Safety Compliance Certificate" in Exhibit K of this Agreement. The form certifies that the Consultant has:

- A. An effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7;
- B. Consultant agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by the Proposer.

Such certification shall be made by the person with the authority and responsibility for implementing and administering Consultant's Injury and Illness Prevention Program.

SP-20 Return of All Documents to the LADWP

The Consultant shall, at the conclusion of this Agreement or at the request of LADWP, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Consultant during the course of work under this Agreement to LADWP, and all paper and electronic copies thereof provided. However, the Consultant may retain duplicates and originals, as appropriate, of

EXHIBIT B
Special Provisions

Consultant's administrative communications, records, files, and working papers relating to the services provided by the Consultant pursuant to this Agreement. Consultant shall under no circumstances retain any copies of LADWP financial or LADWP employee or customer confidential data or information.

END OF SPECIAL PROVISIONS

**EXHIBIT C
Fee Schedule**

| | | |
|---------------------------------|---|--------------------|
| RFP No. / Agreement No.: | 90370 / Agreement 47439D | |
| Consultant: | HDR Engineering, Inc. | |
| Consultant's Address: | 801 S. Grand Avenue, Suite 500 Los Angeles, CA 90017 | |
| Direct Labor | | |
| Name | Title | Hourly Rate |
| Scott Hereim | Principal in Charge | No Charge |
| Kip Field | Contract Administrator | No Charge |
| Bill Damon * | Project Principal/Principal Scientist/Sr. Technical Advisor IV | \$270.00 |
| TBD | Sr. Program Manager | \$260.00 |
| George Culbertson * | Project Principal/Principal Scientist/Sr. Technical Advisor III | \$260.00 |
| TBD | Project Principal/Principal Scientist/Sr. Technical Advisor III | \$260.00 |
| Tobias Wolf * | Program Manager | \$250.00 |
| TBD | Program Manager | \$250.00 |
| TBD | Project Principal/Principal Scientist/Sr. Technical Advisor II | \$250.00 |
| Kris Kjellman * | Engineering Manager | \$225.00 |
| Vince Curci * | Engineering Manager | \$225.00 |
| TBD | Engineering Manager | \$225.00 |
| Ed Liebsch | Project Principal/Principal Scientist/Sr. Technical Advisor II | \$225.00 |
| Ed Weber | Project Principal/Principal Scientist/Sr. Technical Advisor II | \$225.00 |
| Rodger Nagel | Project Principal/Principal Scientist/Sr. Technical Advisor II | \$225.00 |
| TBD | Project Principal/Principal Scientist/Sr. Technical Advisor II | \$225.00 |
| Gary Goldman * | Sr. Engineer/Sr. Scientist/Sr. Project Manager V | \$220.00 |
| Giovanni Gonzalez | Sr. Engineer/Sr. Scientist/Sr. Project Manager V | \$220.00 |
| Matt Tedesche | Sr. Engineer/Sr. Scientist/Sr. Project Manager V | \$220.00 |
| Patti Murphy | Sr. Engineer/Sr. Scientist/Sr. Project Manager V | \$220.00 |
| Ray Mehler | Sr. Engineer/Sr. Scientist/Sr. Project Manager V | \$220.00 |
| Jeff Thorsell | Sr. Engineer/Sr. Scientist/Sr. Project Manager V | \$220.00 |
| TBD | Sr. Engineer/Sr. Scientist/Sr. Project Manager V | \$220.00 |
| Jared Harris | Sr. Engineer/Sr. Scientist/Sr. Project Manager IV | \$210.00 |
| Chris Dowdell | Sr. Engineer/Sr. Scientist/Sr. Project Manager IV | \$210.00 |
| Kyle Drevniak | Sr. Engineer/Sr. Scientist/Sr. Project Manager IV | \$210.00 |
| Chris Rogers | Sr. Engineer/Sr. Scientist/Sr. Project Manager IV | \$210.00 |
| John Rorabacher * | Sr. Engineer/Sr. Scientist/Sr. Project Manager IV | \$210.00 |
| Jerry Ellsworth * | Sr. Engineer/Sr. Scientist/Sr. Project Manager IV | \$210.00 |
| Corrinne Atkinson | Sr. Engineer/Sr. Scientist/Sr. Project Manager IV | \$210.00 |
| Tom Kansier | Sr. Engineer/Sr. Scientist/Sr. Project Manager IV | \$210.00 |
| TBD | Sr. Engineer/Sr. Scientist/Sr. Project Manager IV | \$210.00 |
| Aslam Shaukat | Sr. Engineer/Sr. Scientist/Sr. Project Manager III | \$195.00 |
| Carrie Shuler | Sr. Engineer/Sr. Scientist/Sr. Project Manager III | \$195.00 |
| John Siino * | Sr. Engineer/Sr. Scientist/Sr. Project Manager III | \$195.00 |
| Todd Aquino | Sr. Engineer/Sr. Scientist/Sr. Project Manager III | \$195.00 |
| TBD | Sr. Engineer/Sr. Scientist/Sr. Project Manager III | \$195.00 |
| Gretchen Dolson | Sr. Engineer/Sr. Scientist/Sr. Project Manager II | \$190.00 |

***Consultant's Key Personnel**

Los Angeles Department of Water and Power – HDR Engineering, Inc.
 Agreement No. 47439D
 Professional, Technical, and Engineering Consulting Services
 Exhibit C – Fee Schedule

**EXHIBIT C
Fee Schedule**

| Name | Title | Hourly Rate |
|-------------------|---|-------------|
| Jeremy Bero | Sr. Engineer/Sr. Scientist/Sr. Project Manager II | \$190.00 |
| Duke Kuvaas | Sr. Engineer/Sr. Scientist/Sr. Project Manager II | \$190.00 |
| TBD | Sr. Engineer/Sr. Scientist/Sr. Project Manager II | \$190.00 |
| Dave Phillips | Sr. Engineer/Sr. Scientist/Sr. Project Manager I | \$175.00 |
| Alan Courts | Sr. Engineer/Sr. Scientist/Sr. Project Manager I | \$175.00 |
| Ted Nishioka | Sr. Engineer/Sr. Scientist/Sr. Project Manager I | \$175.00 |
| Jerry Reding | Sr. Engineer/Sr. Scientist/Sr. Project Manager I | \$175.00 |
| Stan Schweissing | Sr. Engineer/Sr. Scientist/Sr. Project Manager I | \$175.00 |
| TBD | Sr. Engineer/Sr. Scientist/Sr. Project Manager I | \$175.00 |
| Jasper Dohrendorf | Project Engineer/Project Scientist/Project Manager IV | \$165.00 |
| Albert Stolz | Project Engineer/Project Scientist/Project Manager IV | \$165.00 |
| Chris Wilson | Project Engineer/Project Scientist/Project Manager IV | \$165.00 |
| TBD | Project Engineer/Project Scientist/Project Manager IV | \$165.00 |
| Josh Pruskiewicz | Project Engineer/Project Scientist/Project Manager III | \$151.00 |
| TBD | Project Engineer/Project Scientist/Project Manager III | \$151.00 |
| Nolan Adams | Project Engineer/Project Scientist/Project Manager II | \$140.00 |
| TBD | Project Engineer/Project Scientist/Project Manager I | \$128.00 |
| TBD | Engineer Level IV (Electrical, Civil, Mechanical) | \$120.00 |
| TBD | Engineer Level III (Electrical, Civil, Mechanical) | \$110.00 |
| TBD | Engineer Level II (Electrical, Civil, Mechanical Associate) | \$105.00 |
| TBD | Engineer Level I (Electrical, Civil, Mechanical EIT) | \$95.00 |
| TBD | Engineer Level IV (Structural, Geotechnical) | \$125.00 |
| TBD | Engineer Level III Structural, Geotechnical) | \$120.00 |
| TBD | Engineer Level II (Structural, Geotechnical Associate) | \$115.00 |
| TBD | Engineer Level I (Structural, Geotechnical EIT) | \$110.00 |
| TBD | Designers/Technicians/Inspectors/Project | \$180.00 |
| Jackie Hacker | Designers/Technicians/Inspectors/Project | \$162.00 |
| TBD | Designers/Technicians/Inspectors/Project | \$162.00 |
| TBD | Designers/Technicians/Inspectors/Project | \$151.00 |
| Norm Stout | Designers/Technicians/Inspectors/Project | \$140.00 |
| Samantha Foley | Designers/Technicians/Inspectors/Project | \$140.00 |
| TBD | Designers/Technicians/Inspectors/Project | \$140.00 |
| Byron Williams | Designers/Technicians/Inspectors/Project | \$128.00 |
| TBD | Designers/Technicians/Inspectors/Project | \$128.00 |
| TBD | Designers/Technicians/Inspectors/Project | \$117.00 |
| TBD | Designers/Technicians/Inspectors/Project | \$110.00 |
| TBD | Designers/Technicians/Inspectors/Project | \$103.00 |
| TBD | Designers/Technicians/Inspectors/Project | \$95.00 |
| TBD | Designers/Technicians/Inspectors/Project | \$84.00 |
| TBD | CADD VIII | \$128.00 |
| TBD | CADD VII | \$117.00 |
| TBD | CADD VI | \$110.00 |

**EXHIBIT C
Fee Schedule**

| Name | Title | Hourly Rate |
|-------------|--------------|--------------------|
| TBD | CADD V | \$103.00 |
| TBD | CADD IV | \$95.00 |
| TBD | CADD III | \$84.00 |
| TBD | CADD II | \$70.00 |
| TBD | CADD I | \$60.00 |

*Consultant's Key Personnel

| Subconsultant: Parkia (Engineering and Construction Support, Staff Augmentation) | | |
|---|---|---------------|
| Name | Title | Hourly |
| TBD | Per assignment | HDR Rate |
| TBD | Senior Program Manager | \$125.00 |
| TBD | Program Manager | \$105.00 |
| TBD | Principal Engineer/ Engineering Manager | \$120.00 |
| TBD | Senior Electrical Engineer | \$ 95.00 |
| TBD | Electrical Engineer | \$ 90.00 |
| TBD | Electrical Engineer Associate | \$ 85.00 |
| TBD | Senior Mechanical Engineer | \$ 95.00 |
| TBD | Mechanical Engineer | \$ 90.00 |
| TBD | Mechanical Engineer Associate | \$ 85.00 |
| TBD | Senior Civil Engineer | \$ 95.00 |
| TBD | Civil Engineer | \$ 90.00 |
| TBD | Civil Engineer Associate | \$ 85.00 |
| TBD | Structural Engineer | \$100.00 |
| TBD | Structural Engineering Associate | \$ 95.00 |
| TBD | Geotechnical Engineer | \$110.00 |
| TBD | Geologist | \$115.00 |
| TBD | Field Test Engineer | \$100.00 |
| TBD | Field Test Technician | \$ 90.00 |
| TBD | QA Testing Inspector | \$ 95.00 |

| Subconsultant: 347 Group (T&D Engineering Support, Staff Augmentation) | | |
|---|----------------|--------------------|
| Name | Title | Hourly Rate |
| TBD | Per assignment | HDR Rate applies |

**EXHIBIT C
Fee Schedule**

| Subconsultant: Simpson & Simpson (Field Support Services, Project Controls & Administration) | | |
|---|---|--------------------|
| Name | Title | Hourly Rate |
| Omoné Livingston, MSCE, CCM | Principal/Project Executive/Senior Program Manager | \$165.78 |
| Mohamed Hegab, PhD, PE, CCM, PMP | Scheduling, Cost Estimating, Claims Management, Training and Construction Support | \$146.97 |
| Cliff Dewey, LEED AP, CFE | Project Manager, Construction Manager, Claims Management and Construction Support | \$175.15 |
| Tommy Rodriguez | Project Cost Control/Construction Support | \$146.97 |
| Kim Romero | Scheduler | \$141.80 |
| Corbet Wilcox | Project Manager III | \$154.00 |
| Rupak Das, PhD | Project Manager II | \$146.00 |
| Hamid Arianpour | Electrical Engineer | \$130.00 |
| David Robbins | Project Assistant/Field Construction Manager/QA-QC Compliance Specialist | \$120.00 |
| Deanne Chu | Construction Support | \$ 69.35 |
| TBD | Scheduling, Cost Estimating, Claims Management, Training and Construction Support | \$146.97 |
| TBD | Project Cost Control/Construction Support | \$146.97 |
| TBD | Construction Manager II | \$140.00 |
| TBD | Construction Manager/Engineer | \$110.75 |
| TBD | Scheduler | \$141.80 |
| TBD | Estimator | \$142.00 |
| TBD | Project Manager III | \$154.00 |
| TBD | Project Manager I | \$136.00 |
| TBD | Project Manager II | \$146.00 |
| TBD | Construction Support | \$ 69.35 |

**EXHIBIT C
Fee Schedule**

| Subconsultant: Epic Land Solutions (ROW, Real Estate Services) | | |
|---|------------------|--------------------|
| Name | Title | Hourly Rate |
| Holly Rockwell | Advisory Manager | \$255.00 |
| Ron Wicks | Project Manager | \$185.00 |
| BJ Swanner | GIS Manager | \$175.00 |
| Jesse Ortiz | Sr. ROW Agent | \$110.00 |
| Mike Mason | Chief Appraiser | \$280.00 |
| Vaughn Hosmann | Appraiser | \$145.00 |
| Kathy Cabanilla | ROW Agent | \$105.00 |
| Juan Muniz | ROW Agent | \$105.00 |
| Marta Martinez | Project Control | \$110.00 |
| Kwan Luu | Sr. GIS Analyst | \$105.00 |
| Kelsey Kaszas | GIS Analyst | \$100.00 |
| Olivia Jenkins | GIS Analyst | \$ 70.00 |
| Mikki Young | Budget Control | \$135.00 |

| Subconsultant: Geo Advantec (Geotechnical Laboratory, Geotechnical Engineering) | | |
|--|--|--------------------------------|
| Name | Title | Hourly Rate |
| TBD | Unit Rates | See the following Fee Schedule |
| TBD | Structural Engineer (Seismic Specialist) | \$300.00 |
| TBD | Geotechnical Engineer (Seismic Specialist) | \$300.00 |
| Shawn Ariannia, PhD, PE,GE | Principal Engineer/Engineering Manager | \$200.00 |
| Shawn Ariannia, PhD, PE,GE | Geotechnical Engineer | \$200.00 |
| Reza Mortezaie, PhD, PE | Senior Civil Engineer | \$150.00 |
| Ronald C. Hansons, PG,CEG | Geologist | \$150.00 |
| TBD | Civil Engineer | \$125.00 |
| Jack Lee | Field Test Engineer | \$110.00 |
| John Cromer | Field Test Technician | \$ 95.00 |
| Alex Amaya | Field Test Technician | \$ 95.00 |
| Ron Hanson | Field Test Technician | \$ 95.00 |

EXHIBIT C Fee Schedule

| Subconsultant: Geo Advantec (Geotechnical Laboratory, Geotechnical Engineering) | | | | |
|---|--------|---|-----------|------|
| ENGINEERING SERVICES | | | | |
| LABORATORY AND MATERIAL TESTING | | | | |
| SOIL AND AGGREGATE | | | | |
| CLASSIFICATION & PHYSICAL CHARACTERISTICS | | | | |
| ASTM | CTM | | | |
| C29 | CT212 | Unit Weight | \$ 25.00 | Each |
| D4829 | | Expansion Index | \$ 125.00 | Each |
| C117, D1140 | | Finer than #200 Wash | \$ 50.00 | Each |
| C136 | CT202 | Sieve Analysis- Coarse & Fine Including Wash Aggregate | \$ 140.00 | Each |
| C136 | CT202 | Sieve Analysis- Coarse Aggregate | \$ 110.00 | Each |
| C136 | CT202 | Sieve Analysis- Fine Including Wash Aggregate | \$ 110.00 | Each |
| D1140, D422 | | Particle-Size Distribution - Sieve Analysis + Hydrometer Combined | \$ 185.00 | Each |
| D422 | | Hydrometer Analysis only | \$ 125.00 | Each |
| D4318 | | Atterberg Limits LL, PL, & PI of Soils | \$ 125.00 | Each |
| D2435 | | Consolidation | \$ 125.00 | Each |
| D2419 | CT217 | Sand Equivalent Value of Soil and Fine Aggregate (Set of Three) | \$ 100.00 | Each |
| C127 | CT206 | Specific Gravity and Absorption (Coarse Aggregate) | \$ 65.00 | Each |
| C127 | CT206 | Absorption Only, Coarse Aggregate | \$ 90.00 | Each |
| C128 | CT207 | Specific Gravity and Absorption (Fine Aggregate) | \$ 160.00 | Each |
| C128 | CT207 | Absorption Only, Fine Aggregate | \$ 90.00 | Each |
| D854 | CT203 | Specific Gravity (Soil) by Hydrometer (Water Pycnometer) | \$ 140.00 | Each |
| D2216 | | Water Moisture Content | \$ 20.00 | Each |
| D3080 | | Direct Shear (3 Points) | \$ 250.00 | Each |
| D3080 | | Direct Shear Remolded sample (3 points) | \$ 300.00 | Each |
| D1557-A,B | | Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve | \$ 140.00 | Each |
| D1557-C | | Maximum Density 6 in. Mold Passing or 3/4 in. Sieve | \$ 150.00 | Each |
| D2844 | CT301 | R-Value (3 Points) | \$ 300.00 | Each |
| D2844 | CT301 | R-Value, Untreated Material | \$ 280.00 | Each |
| D2844 | CT301 | R-Value, Treated Material | \$ 300.00 | Each |
| D4791 | | Flat and Elongated Particles | \$ 180.00 | Each |
| | CT 229 | Durability Index (fine and coarse) in Aggregate | \$ 250.00 | Each |
| | CT 229 | Durability Index (fine or coarse) in Aggregate | \$ 160.00 | Each |
| C142 | | Clay Lumps and Friable Particles in Aggregate | \$ 150.00 | Each |
| C40 | | Organic Impurities in Fine Aggregates for Concrete | \$ 140.00 | Each |
| | CT205 | Percentage of Crushed Particles | \$ 180.00 | Each |
| C131 | CT211 | Los Angeles Rattler Test, (Abrasion Testing Machine), Small-Size | \$ 260.00 | Each |
| C535 | CT211 | Los Angeles Rattler Test, (Abrasion Testing Machine), Large-Size | \$ 300.00 | Each |
| C88 | CT214 | Sodium/Magnesium Sulfate Soundness of Aggregate, Per Sieve | \$ 90.00 | Each |
| | CT216 | Soil Impact (Tests for Relative Compaction of Soils & Aggregates) | \$ 180.00 | Each |
| | CT216 | Soil Impact- Check Point | \$ 140.00 | Each |
| C227 | CT227 | Cleanness Value of Coarse Aggregate | \$ 190.00 | Each |

EXHIBIT C Fee Schedule

| LABORATORY AND MATERIAL TESTING (Cont.) | | | | | |
|---|---------------|--|---|-----------|------|
| CHEMICAL PROPERTIES | | | | | |
| | CTM | | | | |
| | 643 | Resistivity | \$ 75.00 | Each | |
| | 643 | pH | \$ 50.00 | Each | |
| | 417 | Sulphate | \$ 60.00 | Each | |
| | 422 | Chloride | \$ 60.00 | Each | |
| | 643, 417, 422 | Corrosivity Series | \$ 185.00 | Each | |
| CONCRETE | | | | | |
| ASTM | CTM | | | | |
| C39 | CT521 | Compression Tests, 6x12 and/or 4x8 Cylinders | \$ 25.00 | Each | |
| C495 | | Compression, Lightweight Insulating Concrete | \$ 45.00 | Each | |
| C42 | | Concrete Cores, Compression (excludes sampling) | \$ 35.00 | Each | |
| C42 | | Drilling Cores from Shotcrete Panel (Lab) | \$ 75.00 | Each | |
| C109 | | Compression, Hydraulic Cement, Mortar 2" Cube Specimen | \$ 45.00 | Each | |
| C496 | | Splitting Tensile Strength 6"x12" Cylinder | \$ 90.00 | Each | |
| C293/C78 | CT523 | Flexural Strength Test (6"x6"x21" Beam) | \$ 130.00 | Each | |
| C157 | | Drying Shrinkage (Set of 3) | \$ 360.00 | Each | |
| C138 | | Unit Weight of Concrete Cylinders | \$ 45.00 | Each | |
| C192 | | Review of Existing Mix Design | \$ 100.00 | Each | |
| MATERIALS TESTING | | | | | |
| ASTM | CTM | UBC | | | |
| | | 7-6 | Fireproofing Density Test | \$ 45.00 | Each |
| | | | High Strength Bolt, Nut, & Washer Conformance, set | \$ 55.00 | Each |
| | | | Mechanically Spliced Reinforcing Tensile Test | \$ 75.00 | Each |
| A416 | | | Pre-Stress Still Strand (7 wire) | \$ 145.00 | Each |
| A615, A706 | | | Reinforcing Tensile or Bend Up to No.11 | \$ 35.00 | Each |
| | | | Welded Reinforcing Tensile Test: Up to No. 11 bars | \$ 45.00 | Each |
| N/A | | | Welding Procedure Review | \$ 75.00 | Each |
| HOT MIX ASPHALT TESTING | | | | | |
| ASTM | CTM | | | | |
| D1561 | CT304, 375 | | Laboratory Test Maximum Density (LTMD) | \$ 350.00 | Each |
| D1650 | CT304, CT366 | | Stabilometer Value | \$ 240.00 | Each |
| D4546 | | | Swell | \$ 110.00 | Each |
| D2726 | CT308 | | Specific Gravity & Density of Core | \$ 80.00 | Each |
| D2041 | CT309 | | Theoretical Maximum Specific Gravity & Density (Rice) | \$ 180.00 | Each |
| | CT370 | | Moisture Content by Microwave Oven | \$ 60.00 | Each |
| D5444 | CT202 | | Sieve Analysis of Extracted Sample | \$ 150.00 | Each |
| C136 | CT202 | | Sieve Analysis of Bin Aggregate Sample, each | \$ 60.00 | Each |
| C136 | CT202 | | Sieve Analysis of Combined Aggregate Sample | \$ 200.00 | Each |
| D6307 | CT382 | | Asphalt Content by Ignition Oven (Bitumen Content) | \$ 170.00 | Each |
| D6307 | CT382 | | Asphalt Content by Ignition Oven (Correction Factor) | \$ 240.00 | Each |
| D1188 | | | Unit Weight - Molded Specimen or Cores | \$ 45.00 | Each |
| D2726, D6926 | | | Compacted Maximum Density - MARSHALL | \$ 200.00 | Each |
| D2172 | CT310 | | Extraction, % Asphalt, including Gradation | \$ 135.00 | Each |
| D1560 | CT366 | | Hveem Stability and Unit Weight CTM or ASTM | \$ 100.00 | Each |

**EXHIBIT C
Fee Schedule**

| LABORATORY AND MATERIAL TESTING (Cont'd) | | | | |
|--|------------|---|-----------|------|
| MASONRY TESTING | | | | |
| ASTM | UBC | | | |
| C140 | | Compression Test of CMU Block (gross) | \$ 50.00 | Each |
| C140 | | Absorption & Moisture Content | \$ 50.00 | Each |
| C426 | | Linear Shrinkage | \$ 150.00 | Each |
| C140 | | Unit Weight | \$ 60.00 | Each |
| C140 | | Dimensional Measurements | \$ 40.00 | Each |
| C1006 | | Splitting Tensile Strength | \$ 80.00 | Each |
| C140 | | Compression Test of Masonry Core | \$ 60.00 | Each |
| | 21-16 | Compression Test of 2" x 4" Mortar Cylinder | \$ 25.00 | Each |
| | 21-17 | Compression Test of Composite Prism | \$ 90.00 | Each |
| | 21-18 | Compression Test of 3" x 3" x 6" Grout | \$ 50.00 | Each |
| REINFORCING BARS | | | | |
| ASTM | CTM | | | |
| Resistance Butt Welded Splices (Ultimate Butt Splice) | | | | |
| A370 | CT670 | Sample, up to #11/36mm | \$ 50.00 | Each |
| A370 | CT670 | Control Bar, up to 11/36mm | \$ 50.00 | Each |
| Mechanical Splices (Ultimate Butt Splice or Service Splice) | | | | |
| A370 | CT670 | Sample with Slip, up to #11/36mm | \$ 130.00 | Each |
| A370 | CT670 | Sample with no Slip, up to #11/36mm | \$ 60.00 | Each |
| A370 | CT670 | Control Bar, up to #11/36mm | \$ 60.00 | Each |
| A370 | CT670 | Sample with Slip, #14/43mm | \$ 160.00 | Each |
| A370 | CT670 | Sample with no Slip, #14/43mm | \$ 110.00 | Each |
| Mechanical Splices (Ultimate Butt Splice or Service Splice) | | | | |
| A370 | CT670 | Control Bar, #14/43mm | \$ 110.00 | Each |
| A370 | CT670 | Sample with Slip, #18/57mm | \$ 220.00 | Each |
| A370 | CT670 | Sample with no Slip, #18/57mm | \$ 190.00 | Each |
| A370 | CT670 | Control Bar, #18/57mm | \$ 190.00 | Each |
| Headed Bars | | | | |
| A970 | | Sample, up to #11/36mm | \$ 90.00 | Each |
| A970 | | Sample, #14/43mm | \$ 160.00 | Each |
| A970 | | Sample, #18/57mm | \$ 190.00 | Each |
| MISCELLANEOUS TESTING EQUIPMENT | | | | |
| Core Drill – Asphalt and Concrete Coring | | | \$ 150.00 | Day |
| Skidmore Wilhelm Bolt Tension Calibrator | | | \$ 90.00 | Day |
| Torque Wrench, Over 750 Ft-Lb | | | \$ 90.00 | Day |
| Torque Wrench, Up to 750 Ft-Lb | | | \$ 60.00 | Day |

**EXHIBIT C
Fee Schedule**

| Subconsultant: Energy + Environment Economics (E3) (Rates, tariffs, financial analysis, analytics) | | |
|---|---------------------------------|--------------------|
| Name | Title | Hourly Rate |
| Arne Olson | Partner | \$350.00 |
| Brian Horii | Senior Partner | \$375.00 |
| Snuller Price | Senior Partner | \$375.00 |
| Eric Cutter | Director, Distributed Resources | \$300.00 |
| Jack Moore | Director, Market Analysis | \$300.00 |
| Lakshmi Alagappan | Director | \$300.00 |
| Nick Schlag | Senior Managing Consultant | \$280.00 |
| Jimmy Nelson | Consultant | \$235.00 |

| Subconsultant: Gratisys Consulting LLC (Studies, Energy Storage, Smart Grid Analytics) | | |
|---|--|---------------|
| Name | Title | Hourly |
| Paul Yoon | Principal Engineer/Engineering Manager | \$190.00 |
| Nagy Abed | Senior Electrical Engineer | \$190.00 |
| Sunil Shah | Senior Electrical Engineer | \$190.00 |

| Subconsultant: zGlobal (System planning, CAISO/WECC/NERC requirements) | | |
|---|--|---------------|
| Name | Title | Hourly |
| Ziad Alaywan | Senior Program Manager | \$308.20 |
| Kevin Coffee | Senior Program Manager | \$308.20 |
| Matthew Nelson | Program Manager | \$263.20 |
| Herve Pare | Program Manager | \$263.20 |
| Brian Rahman | Principal Engineer/Engineering Manager | \$285.00 |
| Gary Brown | Principal Engineer/Engineering Manager | \$285.00 |
| Christine Vangelatos | Principal Engineer/Engineering Manager | \$285.00 |
| Ken Barrentine | Mechanical Engineer | \$275.78 |
| Marco Salazar | Senior Electrical Engineer | \$226.60 |
| Rick Torrez | Electrical Engineer | \$189.26 |

**EXHIBIT C
Fee Schedule**

| Subconsultant: Paleo Solutions (Archaeological Compliance) | | |
|---|---------------------------|---------------|
| Name | Title | Hourly |
| Geraldine Aron, MS | Program Manager | \$210.00 |
| Paul C Murphey, Ph.D. | Principal Investigator II | \$170.00 |
| Courtney Richards, MS | Principal Investigator I | \$140.00 |
| Michael Kay, MA, RPA | Principal Investigator I | \$140.00 |
| Meghan Lamb, MA, RPA | Assistant Project Manager | \$125.00 |
| Josef Raum, BS | Field & Safety Director | \$125.00 |
| Jeff Hathway, PG,MS | Field & Safety Director | \$125.00 |
| Jennifer Kelly, MS | Field Supervisor | \$100.00 |
| Barbara Webster, MS | GIS Analyst | \$95.00 |
| Paul Nesbit, MS | GIS Analyst | \$95.00 |
| Staff TBD | Field Technician | \$75.00 |

| Subconsultant: Pangea Biological (Environmental Services) | | |
|--|---------------------------------------|---------------|
| Name | Title | Hourly |
| Amy Rowland, Scott Rowland | Principal, Managing Partner | \$145.00 |
| Mark Meridith | Program Manager | \$137.00 |
| Elizabeth Doalson | Project Manager | \$129.00 |
| Dean Lambert | Environmental Compliance Manager | \$123.00 |
| Staff | Survey Specialist/Permitted Biologist | \$119.00 |
| Hiram Herrera | Senior Scientist/Biologist/Planner | \$112.00 |
| Kevin Wienke | Lead Environmental Inspector | \$108.00 |
| Staff | Lead Biologist/Planner | \$105.00 |
| Clemente Mejia | Environmental Inspector | \$94.00 |
| Jenna Stacy-Dawes | Biologist/Planner | \$90.00 |
| Staff | Environmental Coordinator | \$84.00 |
| Staff | Senior GIS Technician | \$93.00 |
| Staff | Graphic Artist | \$75.00 |
| Staff | Biology Technician | \$75.00 |

**EXHIBIT C
Fee Schedule**

Subconsultant: Southwest Geophysics (Subsurface Utility Clearing)

General Geophysical Studies

Ground Penetrating Radar, Electromagnetics, Magnetics, Line Tracer

| | |
|-------------------|---------|
| Half Day..... | \$1,300 |
| Full Day..... | \$2,300 |
| Hourly Rate | \$260 |

(A Mob/Demob charge of \$300 applies to all projects billed on hourly rates.)

Seismic Refraction, Sting Resistivity

| | |
|-------------------|---------|
| Half Day..... | \$1,550 |
| Full Day..... | \$2,550 |
| Hourly Rate | \$275 |

(A Mob/Demob charge of \$450 applies to all projects billed on hourly rates.)

Borehole and Corehole Utility/Rebar Locating**

Per Hour Rate

| | |
|-----------------------------|---------|
| Mob/Demob | \$300 |
| Hourly Rate | \$210 |
| Full Day Discount Rate..... | \$1,900 |

Per Borehole Rate

| | |
|-------------------------|-------|
| Mob/Demob | \$300 |
| Per Borehole Rate | \$80 |

Notes:

- All rates include a two-man crew.
- Projects requiring air travel, overnight accommodations, and/or specialty equipment will be bid on a per project basis.
- Fee will be based on either the per borehole or hourly rate, whichever is less.
- Rates shown above pertain to standard workweek hours. A 20% surcharge will be added to work performed outside of these hours.

EXHIBIT C Fee Schedule

| |
|---|
| Subconsultant: 2R Drilling (Exploratory Borings) |
|---|

| Item | Description | Rate |
|----------------------|--|--------------------|
| Drills Rigs | CME 75 (Rigs 3, 4, 5) | \$200.00 |
| | CME 75 4x4 (Rig 6) | \$200.00 |
| | CME 75 rubber track mounted drill (Rig 7) | \$210.00 |
| | CME 75HT Rubber track mounted drill (Rig 8) | \$220.00 |
| Mob/Demob | Rig driving less than 1 hour to and from our shop in | \$200.00 |
| | 1.5 hours total | \$250.00 |
| | 2.0 hours total | \$300.00 |
| | 2.5 hours total | \$350.00 |
| | 3.0 hours total | \$400.00 |
| | 3.5 hours total | \$450.00 |
| | 4.0 hours total | \$500.00 |
| | 4 hours or more each way (long distance rate) | \$125.00/hr |
| Crew Mob | Driving to a single job in consecutive days | \$100.00 |
| Crew Demob | Driving from a single job in consecutive days | \$100.00 |
| Minimum | 4 hours or less with travel and drill time together | \$1000.00 |
| Laborer | Extra man (all jobs come with 2 man crew) | \$70.00/hr |
| Per Diem/Subsistence | Out of town jobs (more than 4 hrs round trip) | \$200.00 per night |
| Trucks | Support trucks used for transporting | \$200.00 per day |
| | equipment/materials Large support truck | \$250.00 per day |
| Equipment | Mud Rotary/Rock Coring | \$500.00 per day |
| | Concrete Coring Rig | \$200.00 per day |
| | Rosewall Grout Pump with 725 Gallon Water Tank | \$250.00 per day |
| | Dump Trailer | \$100.00 per day |
| | All Terrain Landing Mats | \$50.00 per day |
| | CME Continuous Sampling Tube System | \$200.00 per day |
| Hot Mix Asphalt Unit | \$250.00 per day | |

EXHIBIT D

Allowable Travel Expenses

[NOTE: These rates are as of January 1, 2017]

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

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

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

1.0 Airfare:

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

2.0 Car Rental:

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

3.0 Per Diem Allowances – Meals:

- 3.1 A meal allowance rate is established for domestic travel and will include incidental expenses.
- 3.2 The meal allowance rate for domestic travel is \$64 per day for a full day of travel, which includes taxes and reasonable and customary gratuities not to exceed 15 per cent. On the first and last day of travel flight itinerary will be required if the full meal rate is requested.
- 3.3 Meal and incidental allowance will be prorated at 75% (\$48) of the daily allowance as follows:

EXHIBIT D

Allowable Travel Expenses

3.3.1 On the first and last day of travel depending on departure/arrival time:

3.3.1.1 The partial meal rate will be paid on the first day of travel for departure times after 2 pm.

3.3.1.2 The partial meal rate will be paid on last day of travel for arrival times prior to 2pm.

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

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

3.4 Meal Receipts

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

EXCEPTIONS:

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

4.0 Per Diem Allowance – Hotel/Lodging:

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

4.2 Zero balance receipt is required. The receipt must include the pre-printed hotel name and address. Lodging expenses up to a maximum limit of \$158.00 per day (Los Angeles County). This should include taxes and tips. Tips and gratuities shall not exceed 15%, where reasonable and customary.

EXHIBIT D
Allowable Travel Expenses

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

5.0 Mileage:

Mileage for non-rental car travel will be paid at the standard mileage rate established by the Internal Revenue Service in effect at the time of travel. A Map Quest or similar routing tool is required to document miles driven. The mileage will be calculated using the shortest route. As of January 1, 2017, the reimbursement rate is fifty-seven and one-half cents (\$0.535) per mile.

EXHIBIT E
List of Subconsultants

The following Subconsultants are authorized to work on the Project:

| Name | Special Expertise of Firm | Anticipated Service/Task Responsibilities | Location | Firm Type (SBE/DVBE) | Anticipated Compensation |
|---|--|---|----------------------|-----------------------------|---------------------------------|
| Parkia, Inc. | Engineering Services | Engineering and Construction Support, Staff Augmentation | Santa Fe Springs, CA | SBE | TBD |
| 347 Group, Inc. | Staff Augmentation Services | T&D Engineering Support, Staff Augmentation | Granite Bay, CA | DVBE/SBE | TBD |
| Simpson & Simpson Management Consulting, Inc. | Contract Management, PM/CM, Scheduling, Estimating | Field Support services, Project Controls & Administration | Alhambra, CA | SBE | TBD |
| Geo Advantec, Inc. | Geotechnical Engineering and Testing Laboratory | Geotechnical Laboratory, Geotechnical Engineering | San Dimas, CA | SBE | TBD |
| Southwest Geophysics, Inc. | Geophysical Surveying and Mapping | Geophysical Services, Subsurface Utility Clearing | San Diego, CA | SBE | TBD |
| 2R Drilling Inc | Drilling for Soil Sampling | Exploratory Borings | Chino, CA | SBE | TBD |
| Coast Surveying, Inc. | Surveying & Mapping | Ground Survey, Mapping Services | Tustin, CA | SBE | TBD |

EXHIBIT E
List of Subconsultants

| Name | Special Expertise of Firm | Anticipated Service/Task Responsibilities | Location | Firm Type (SBE/DVBE) | Anticipated Compensation |
|---|--|--|-------------------|-----------------------------|---------------------------------|
| Okapi Environmental Group, Inc. dba Pangea Biological | Environmental Consulting Services | Environmental Services | Encinitas, CA | SBE | TBD |
| Paleo Solutions, Inc. | Paleontological and Archaeological Consulting Services | Archaeological Compliance | Monrovia, CA | SBE | TBD |
| Epic Land Solutions, Inc. | Right of Way and Real Property Services | Right of Way, Real Estate Services | Torrance, CA | SBE | TBD |
| Gratisys Consulting, LLC | Energy Consulting Services | Studies, Energy Storage, Smart Grid Analytics | Los Angeles, CA | SBE | TBD |
| ZGlobal, Inc. | System Planning | System Planning, CAISO/WECC/NERC Requirements | Folsom, CA | SBE | TBD |
| Energy and Environment Economics (E3), Inc. | Economic Analysis | Rates, Tariffs, Analytics, Financial Analysis | San Francisco, CA | SBE | TBD |

Subconsultant participation is estimated (To Be Determined/TBD) and may be modified to reflect actual services requested.

EXHIBIT F
List of Key Consultant Personnel

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

| Name | Project Position | Labor Category | Location | Special Expertise | No. of Years Employed by Consultant/ Experience |
|-----------------|-------------------------------|--|-----------------|---|--|
| Gary Goldman | Geotechnical Consultant | Sr. Engineer/ Sr. Scientist/ Sr. Project Manager V | Irvine, CA | Soils and geotech engineering, piers, slabs and other foundations | 26 years |
| Tobias Wolf | Program Manager | Program Manager | San Diego, CA | Understands the business and technical issues of large program resource team management | 20 years |
| Kris Kjellman | Project Task Manager | Engineering Manager | Irvine, CA | Renewable and gas power design | 30+ years |
| Vince Curci | Project Task Manager | Engineering Manager | Long Beach, CA | Industry leader in UG transmission | 30+ years |
| John Rorabacher | Project Task Manager | Sr. Engineer/ Sr. Scientist/ Sr. Project Manager IV | Boise, ID | Community outreach, communications and government relations | 22 years |
| John Siino | Sr. Civil/Structural Engineer | Sr. Engineer/ Sr. Scientist/ Sr. Project Manager III | Spokane, WA | Civil, structural and seismic design | 30+ years |

EXHIBIT F
List of Key Consultant Personnel

| Name | Project Position | Labor Category | Location | Special Expertise | No. of Years Employed by Consultant/ Experience |
|-------------------|---------------------------|--|--------------------|--|--|
| Bill Damon | Sr. Program Advisor | Project Principal/ Principal Scientist/ Sr. Technical Advisor IV | Tucson, AZ | Generation plant technologies, strategic consulting | 39 years |
| George Culbertson | Sr. Technical Advisor | Project Principal/ Principal Scientist/ Sr. Technical Advisor III | Portland, OR | Transmission design and permitting, strategic consulting | 37 years |
| Jerry Ellsworth | Sr. Transmission Engineer | Sr. Engineer/ Sr. Scientist/ Sr. Project Manager IV | Minneapolis, MN | PLS-CADD models, structural analysis, fiber optic design and OPGW. | 24+ years |

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

EXHIBIT G

Contract Insurance Requirements

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

Agreement/Activity/Operation: Professional, Technical & Engineering Consulting Svcs - Power System Projects
 Reference/Agreement: REQ 118594 - CERTIFICATE ACCEPTABLE (w/proper endorsements)
 Term of Agreement: RFP 903707 Five Years
 Contract Administrator and Phone: Mukhtesur Bhuiyan
 Buyer and Phone Number: Hsueti Luu (213) 367-0947

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 |
|-------------------------------------|--|---|---|
| <input checked="" type="checkbox"/> | 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: _____ | |
| <input checked="" type="checkbox"/> | 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"/> Truckers Form | |
| | <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Other: _____ | |
| <input checked="" type="checkbox"/> | GENERAL LIABILITY: <input type="checkbox"/> Limit Specific to Project <input type="checkbox"/> 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 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: _____ |
| <input checked="" type="checkbox"/> | PROFESSIONAL LIABILITY: | | (\$1,000,000.00) |
| | <input type="checkbox"/> Contractual Liability | <input checked="" type="checkbox"/> Waiver of Subrogation | <input checked="" type="checkbox"/> 3-Year Discovery Tail |
| | <input type="checkbox"/> Additional Insured | <input type="checkbox"/> Vicarious Liability End. | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> | 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: _____ |
| <input type="checkbox"/> | PROPERTY DAMAGE: <input type="checkbox"/> Loss Payable Status (AOIMA) | | () |
| | <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/Propl. | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> | 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: _____ |
| <input type="checkbox"/> | 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: _____ |
| <input type="checkbox"/> | CRIME: <input type="checkbox"/> Joint Loss Payable Status | | () |
| | <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: _____ | |
| <input type="checkbox"/> | ASBESTOS LIABILITY: <input type="checkbox"/> Additional Insured | | () |

Insurance Req (06/21/16-C)

EXHIBIT H

Statement of Work

1.0 Scope of Work

This Agreement is for professional, technical, training, and engineering consulting services to support the successful planning, development, and implementation of Power System projects; projects to bring the LADWP Power System into compliance with new FERC, NERC, and WECC reliability standards while maintaining compliance with existing standards; projects to comply with enacted state legislation; Power System Reliability Program (PSRP) projects to renew aged infrastructure to industry standards; and efforts to introduce best industry practices to power system planning, design, maintenance, and operations. The Contractor is required to transfer their expert knowledge and industry-specific experience.

The Contractor shall provide professional engineering, technical, and consulting services on an as-needed basis. The Contractor must be proficient and competent in all subject areas listed in this section. The Contractor may demonstrate proficiency through either the use of Contractor resources or through subcontractors.

The Contractor's staff would normally work from their local home office or, depending on assignment, may be required to work at the John Ferraro Building (JFB), 111 North Hope Street, Los Angeles, California 90012 or at any other LADWP facility or work site.

The services to be provided by the Contractor will be managed in accordance with LADWP's established Task Order Development and Approval Procedure, Article VI of this Agreement, which will include the following steps:

- Step 1 – Task Order Request for Proposal
- Step 2 – Task Order Proposal
- Step 3 – Evaluation of Task Order Proposal
- Step 4 – Task Order Approval and Authorization
- Step 5 – Task Order Modification

The Contractor shall provide comprehensive and wide ranging technical, planning, engineering, development, project management, and consulting services including but not limited to:

A. Resource Development Services

1. Perform investigative, exploratory, feasibility, and planning studies.
2. Perform renewable resource portfolio studies and impact assessment.
3. Qualitative and quantitative evaluation of renewable resources and their impact on system reliability and costs associated with the integration.
4. Assessments of potential renewable energy and conventional energy projects and technologies.

EXHIBIT H

Statement of Work

5. Studies, analytical support, and industry expertise services for adequacy of existing resources, resource plans to expand or replace existing resources, opportunities to acquire lower cost resources, rules and emerging policies that affect power supply, and best practices for the management of LADWP's the power supply portfolio.
6. Review and evaluation of technical and commercial offerings of proposed equipment.
7. Review prospective project designs, approach to construction, and milestone schedules.
8. Development of least-cost, best-fit evaluation and selection criteria for renewable projects.
9. Assist in the preparation, evaluation, and contract negotiations of proposals and/or offers.
10. Engineering services for conventional generation, renewable energy, and renewable energy enabling and supporting projects including support in all aspects of civil, electrical, mechanical, structural, and geotechnical engineering.
11. Assist with various aspects of equipment and material procurement, design, drafting, and engineering services for transmission lines and substations.
12. Development of operational strategies to incorporate renewable resources.
13. Assist in the integration, operation, maintenance, and management of a newly acquired generation facility.
14. Perform financial analysis for various potential projects and project upgrades/betterments.

B. Power System Services

1. Transmission Planning studies, interconnection studies, modeling, and analysis.
2. HVDC studies, including contingency arming and HVAC/HVDC and HVDC/HVAC conversion.
3. Study of impact of potential coal and fossil fuel replacement projects.

EXHIBIT H

Statement of Work

4. Studies required to comply with WECC, NERC and FERC Regulatory Standards, and associated strategies.
5. Reactive power requirements and reactive power management.
6. Modeling and optimum integration of renewable resource facilities.
7. Conduct and report on WECC Generator Model validation testing.
8. Assess generating unit reliability and provide recommendations for system improvements and training on the task(s) performed.
9. Comprehensive Renewable Portfolio Standard (RPS) certification, accounting, and maintenance services.
10. Energy contracts, cost of service, rate impact, and energy market impact studies.
11. Economic analysis and evaluation of alternative engineering projects.
12. Distributed Energy Resources planning studies, engineering, implementation, and maintenance.
13. Studies on behind-the-meter services and stranded investment cost recovery options/mechanisms.
14. Studies, evaluations, and recommendations on power system operations and management of capital programs.
15. Consulting services for construction, maintenance, safety, quality assurance, testing, and commissioning.
16. Asset management and life extension/end of life assessments.
17. Assist with various aspects of specifications/Request-for-Proposal/Request-for-Offer development, equipment and material procurement, evaluation and contract negotiations, design, drafting, and engineering services.
18. Real estate studies, permitting, right of way, and related consulting services for power projects.
19. Provide transmission and distribution performance metrics benchmarking services and best practices for comparable utilities/systems.
20. Repowering, relicensing, and licensing project consulting services.

EXHIBIT H Statement of Work

21. Demand Response studies, including analysis, data management, outreach, and implementation services.
22. Comprehensive root cause analysis studies and assessment of LADWP's Power System Reliability Program.
23. Overhead and underground transmission engineering and project management services.
24. Station engineering, system protection, and related project management services.
25. Sub-transmission and distribution planning studies, modeling, analysis, and engineering services including integration of micro-grids and smart metering/smart grid.
26. Engineering and consulting services including all aspects of civil, electrical, mechanical, architectural, structural, seismic, hydrology, cyber security, physical security, and geotechnical engineering.

C. Owner's Representative Services

1. Engineering, technical, project management, and consulting services to support Power System projects including but not limited to generating station projects, electric substation projects, HVAC/HVDC converter station projects, utility-built solar projects, security projects, critical infrastructure protection and cyber security compliance projects, distributed energy resources projects, Feed-In Tariff solar projects, Solar Incentive Program and Net Energy Metering (NEM) projects.
2. Construction engineering and management services.

The Contractor shall also provide knowledge transfer and training, including knowledge transfer in general, methods and documentation to be used, knowledge resources that will be available to LADWP representative(s)/task managers, and the costs and conditions associated with knowledge transfer. Upon request, the Contractor shall provide specialized knowledge and expertise to LADWP staff in order to facilitate effective knowledge transfer.

The Contractor shall use applicable LADWP Power System standards. In addition to LADWP Power System standards, all work shall conform to all applicable codes and regulations of governing agencies. All documents, drawings, and electronic files produced shall become the property of the LADWP.

2.0 Detailed Technical Requirements (Contractor Requirements) and Contract Deliverables

Detailed technical requirements shall be specified in each task order proposal from the Contractor per the Task Order Development and Approval and Authorization process stated in Article VI of this Agreement.

EXHIBIT H

Statement of Work

A. Location of the Firm Services

For ease of communication with the LADWP, the Contractor shall have an office in the greater Los Angeles area with staff available to work on site at LADWP's facilities when necessary.

B. LADWP-Furnished Property

LADWP may require that the Contractor and/or its Subcontractor(s) perform work at LADWP office in a specific Task Assignment. In such cases, LADWP will furnish the Contractor with office space facilities, material support, and general office equipment.

Land-line telephone(s) and Internet service will be provided upon request. Cellular and/or other wireless services will not be provided.

3.0 Reporting

The Contractor shall provide the Contract Administrator with written monthly progress updates of its activities. The monthly progress updates shall include, but not be limited to, status of each task (including the percentage of each task that has been completed), expenditures for each task, balance remaining for each task, and the level of SBE/DVBE participation for each task.

Additionally, at the end of each task, as well as at the end of the Agreement, the Contractor shall provide the Contract Administrator with a written report detailing the summary of the most significant work completed, expenditures for the work completed, timeline, and levels of SBE/DVBE participation. Included in the report should be the benefits of the services rendered realized by LADWP.

EXHIBIT I
Background Check Certification

BACKGROUND CHECK CERTIFICATION

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

1. **Social Security Number (SSN) Trace:**
 - a. Validates the SSN based on issuance data published by the Social Security Administration (not a work eligibility verification).
 - b. Provides independent address history going back at least 7 years; sources include multiple commercial databases, including header information from three credit bureaus.

2. **Expanded Criminal History Search (search for felony and misdemeanor records in all jurisdictions of known employment and residence in the past seven years (includes State, County, and Federal levels):**
 - a. Includes direct source searches (State, County, and Federal Courts) in all known jurisdictions where the subject has lived or worked in the past seven years. The entire Federal District Court level is automatically covered with the exception of four appeals courts.

3. **Auxiliary National Criminal Index (ANCI)**
 - a. Includes over 180 million felonies, misdemeanors, infractions, and sex offender records. Data sources from over 50 states, plus the District of Columbia, Puerto Rico, and Guam, consist of one or more of the following: County Court indexes, State Administrative and police repositories, State Department of Corrections, and sex offender registries.

4. **Office of Foreign Asset Control (OFAC) Watch List:**
 - a. A list of over 5,000 known terrorists, national drug traffickers, specially designated and block persons as identified by the OFAC, a Department of the United States (U.S.) Department of Treasury.
 - b. Based on U.S. foreign trade policy and national security goals, persons on the list should not be engaged in economic or commercial activities in the U.S.

NO DEROGATORY INFORMATION WAS FOUND ON THE FOLLOWING INDIVIDUALS:

Person Performing Screening Services Date

Executive Management of Company Date Name of the Company

EXHIBIT J
Confidentiality Agreement for LADWP Proprietary Information

Confidentiality Agreement for LADWP Proprietary Information

A. Confidentiality

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

B. Document Access/Control

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

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EXHIBIT J
Confidentiality Agreement for LADWP Proprietary Information

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

C. Return of All Documents to LADWP

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

D. Work Product and Deliverable Confidentiality

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

E. Subcontractors Subject to the Confidentiality Agreement

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

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

Date: 10.25.16

Signature:



Firm: HDR Engineering, Inc.

Title: Senior Vice President

EXHIBIT K

SAFETY COMPLIANCE CERTIFICATE

I, Kip Field the undersigned,
(Print Company Representative Name)
Senior Vice President of
(Print Company Representative Title)
HDR Engineering, Inc. hereby certify the
(Print Company Name)


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

- A. Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, California Labor Code Section 6401.7. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.) and

<http://www.dir.ca.gov/cflr/displaycode?section=141&group=06001-07000&file=6400-6413.5>

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

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

| |
|---|
| Signed:  |
| Print Name: Kip Field |
| Date: 10.25.16 |

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