

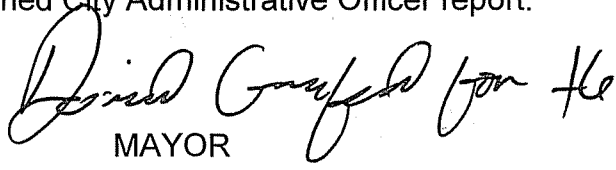
0150-08918-0000

**TRANSMITTAL**

TO The Council	DATE <b>JUN 29 2009</b>	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

**Contract with Emerson Process Management Power and Water Solutions, Inc. for  
Wastewater Distributed Control Systems Maintenance and Support  
at Hyperion Treatment Plant**

Transmitted for your consideration.  
See the attached City Administrative Officer report.

  
MAYOR

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 06-12-09	C.D. No. All	CAO File No.: 0150-08918-0000				
Contracting Department/Bureau: Bureau of Sanitation		Contact: Charles Lee (310) 648-5450					
Reference: Transmittal from the Board of Public Works dated May 6, 2009							
Purpose of Contract: Sole Source Contract with Emerson Process Management Power and Water Solutions, Inc. for Wastewater Distributed Control Systems Maintenance and Support at Hyperion Treatment Plant							
Type of Contract: ( X ) New contract ( ) Amendment		Contract Term Dates: July 1, 2009 – June 30, 2014; option to extend two additional years					
Contract/Amendment Amount: \$2 million Proposed amount \$ 2 million + Prior award(s) \$ 0 = Total \$ 2 million							
Source of funds: Sewer Construction Maintenance and Operations (SCMO) Fund 760							
Name of Contractor: Emerson Process Management Power and Water Solutions, Inc.							
Address: 783 Palmyrita Avenue, Suite D, Riverside, CA 92507 (local office); 200 Beta Drive, Pittsburg, PA 15238 (headquarters).							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**			X
3. Charter Section 1022 findings completed			X	c. Equal Benefits Ordinance	X		
4. Proposals have been requested		X		d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 0%				*N/A = not applicable ** Contracts over \$100,000			

**COMMENTS**

The Bureau of Sanitation requests authority to execute a sole source personal services contract with Emerson Process Management Power and Water Solutions, Inc. (Emerson) to provide maintenance and support services for its Westinghouse Distributed Process Family (WDPF) II control systems. These systems are used for automation, monitoring, and control of the wastewater treatment operations at the Hyperion Treatment Plant. The equipment and software are critical to the safe and efficient operation of the facility, and retention of Emerson is needed to provide hardware and software support, on-site maintenance and technical support for its products. As proprietary owner of these systems, Emerson is uniquely qualified to provide these services.

The control systems at HTP have been in place since 1989 when the plant underwent a major upgrade. Beyond the initial one year warranty, maintenance services have been solicited through service contracts and individual purchase orders with the vendor. The last maintenance contract expired on July 31, 2003. An existing hardware/parts contract procured by the Department of General Services in 2004 expires on June 30, 2009. A long term subscription contract will include provisions for both maintenance and hardware procurement to facilitate ongoing servicing requirements of the WDPF II, particularly given the age of the systems. A contractual arrangement also provides for better monitoring of vendor compliance with City procurement requirements. Commitment to a five year term provides the City with a total

 ER Analyst 06090265	 Assistant CAO	 City Administrative Officer
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discount of \$106,972 on select services under the vendor's maintenance plan. The City may terminate the contract at any time with 30 days written notice.

The Bureau would eventually develop an integrated Wastewater Information Network (WIN) system to replace all control systems at the five wastewater collection and treatment facilities. Existing systems were implemented over a period of 20 years and, for the most part, from different vendors, with the Emerson WDPF II systems being the oldest. However, the WIN project is currently in development and still a few years out from implementation. The Emerson contract will provide support for current systems and some redundancy until WIN, if approved, is fully functional.

### **Scope of Services**

Emerson will provide preventive/corrective maintenance and support for WDPF II control systems installed at HTP under its SureService Maintenance program, which is essentially a subscription plan. Services under this plan include, but are not limited, to the following:

- Technical and telephone support;
- Remote system diagnostics;
- Internet information access;
- Scheduled, on-demand, and emergency on-site service;
- Software and hardware testing, particularly on circuit boards; and,
- Procurement of hardware components and related coverage.

The City will have ownership of all data and work products generated in reference to the contract inclusive of specifications, databases, reports and other documents, recordings, processes and all forms of intellectual property. The vendor retains exclusive rights to its firmware and software.

### **Compensation, Invoicing and Payment**

The contract will have a cost ceiling of \$2 million over five years, with the first year cost of \$400,000 included within current year special fund appropriations for contractual services from the Sewer Construction Maintenance and Operations Fund. Funding is also provided in the 2009-10 Budget for a combined \$1.04 million. The balance of \$960,000 will be requested in the Bureau's future operating budgets. Since the Bureau is contracting for prearranged services through a subscription plan, the contract stipulates that billing hourly rates will not apply. Additional support time and training would be available at a prorated cost. Invoices will be based on subscription service rates and hardware estimates as included in the contract, reflecting the following costs for each area. These estimates include a discount of \$106,972 provided to the City for subscribing to a five year minimum term. The contract also provides for additional hardware discounts. The vendor will perform quarterly billing.

Item	Five Year Cost	Annual Cost
Expert Telephone Support*	\$53,696	\$10,739
Remote System Diagnostics*	25,800	\$5,160
Internet Information Access	0	\$0
Scheduled On-Site Service (120 days)*	262,920	\$52,584
Emergency On-Site Service (30 days)*	85,472	\$17,094
Circuit Testing (242 boards)	121,000	\$24,200
"On Demand" Purchase of Additional Equipment	1,350,000	\$270,000
"On Demand" Scheduled On-Site Service	100,000	\$20,000
Contingency	1,112	\$223
Total	\$2,000,000	\$400,000
*Reflects 20% discount with commitment to a 5-year maintenance contract.		

### Charter Section 1022 and Other Contracting Provisions

The contract is exempt from Charter Section 1022 due to the proprietary nature of the software and use of specially trained and certified staff to maintain and service the equipment. Sole sourcing is warranted inasmuch as Emerson: 1) is the sole manufacturer of the WDPF II control systems and has the exclusive patents and rights for equipment, parts and maintenance services, and 2) is uniquely qualified to provide technical support and engineering services. City employees are primarily involved with operation of the systems and provide very limited troubleshooting support. Emerson is in compliance with all applicable City contracting policies. The City Attorney has approved the contract as to form.

### RECOMMENDATION

That the Mayor and Council authorize the Board of Public works (Board) to execute a sole source personal services contract with Emerson Process Management Power and Water Solutions, Inc. for maintenance and support of the Westinghouse Distributed Process Family (WDPF) II control systems at the Hyperion Treatment Plant, substantially in form to that included as an attachment to the Board report dated May 6, 2009, for a term of five years from July 1, 2009 with an option to extend for two additional years, and a cost ceiling of \$2 million.

### FISCAL IMPACT STATMENT

There is no General Fund impact. The recommendations comply with the City's Financial Policies in that special fund revenue has been identified for the proposed contract. The contract will have a cost ceiling of \$2 million over a five year term, with the first year cost of \$400,000 included within current year special fund appropriations for contractual services from the Sewer Construction Maintenance and Operations Fund. Funding is also provided in the 2009-10 Budget for combined funding of \$1.04 million. The balance of \$960,000 will be requested in future operating budgets for the Bureau of Sanitation. The contract includes a Financial Liability Clause limiting the City's liability to the extent of appropriations for this purpose.

# CITY OF LOS ANGELES

CALIFORNIA

## BOARD OF PUBLIC WORKS MEMBERS

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JULIE B. GUTMAN  
VICE-PRESIDENT

PAULA A. DANIELS  
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ANTONIO R. VILLARAIGOSA  
MAYOR

## OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012  
(213) 978-0261  
(213) 978-0278 Fax

JAMES A. GIBSON  
EXECUTIVE OFFICER

<http://www.lacity.org/BPW>

2009 MAY 12 PM 4:34  
CITY ADMINISTRATIVE OFFICE

May 6, 2009

#1 SAN/CON AD

Mayor Antonio R. Villaraigosa  
Room No. 305  
City Hall  
Attn: June Lagmay

Subject: AUTHORITY TO ENTER INTO A SOLE SOURCE AGREEMENT WITH  
EMERSON PROCESS MANAGEMENT POWER AND WATER SOLUTIONS  
INC. FOR WESTINGHOUSE DISTRIBUTED PROCESS FAMILY (WDPF) II  
CONTROL SYSTEMS MAINTENANCE AND SUPPORT

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval to authorize the Director of the Bureau of Sanitation to enter into a sole source agreement with Emerson Process Management Power and Water Solutions Inc. to provide maintenance and support services for the Westinghouse Distributed Process Family (WDPF) II control systems hardware and software installed at the Hyperion Treatment Plant. The estimated cost of this contract is not to exceed \$2,000,000 over a five-year term.

### FISCAL IMPACT

The cost estimate for the maintenance services required from Emerson Process Management Westinghouse Process Control, Inc. is \$2,000,000. Funding for first year costs of \$400,000 has been funded through ICSD Adopted Budget for FY 08-09 in Fund 760, Department 50, Account E282, Object 304 "Contractual Services". The remaining balance of \$1,600,000 will be requested in future fiscal years' Bureau of Sanitation operating budgets.

This contract includes a Financial Liability Clause which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

Respectfully submitted,

James A. Gibson, Executive Officer  
Board of Public Works

JAG:mp

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste



DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
May 6, 2009

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles, California  
AND REFERRED TO THE MAYOR  
MAY - 6 2009

  
Secretary

CD: ALL

AUTHORITY TO ENTER INTO A SOLE SOURCE AGREEMENT WITH EMERSON PROCESS MANAGEMENT POWER AND WATER SOLUTIONS INC. FOR WESTINGHOUSE DISTRIBUTED PROCESS FAMILY (WDPF) II CONTROL SYSTEMS MAINTENANCE AND SUPPORT

### RECOMMENDATIONS

1. Approve and forward this report with the transmittals to the Mayor and to the City Council with the request that the Board of Public Works authorize the Director of the Bureau of Sanitation to enter into a sole source agreement with Emerson Process Management Power and Water Solutions, Inc. to provide maintenance and support services for the WDPF II control systems hardware and software installed at the Hyperion Treatment Plant. The estimated cost of this contract is not to exceed \$2,000,000 over a five-year term.
2. Waive the MBE/WBE/OBE Subcontractor Outreach Program requirements as discussed in this report.
3. Upon the Mayor's and City Council's authorization, the President or two members of the Board of Public Works will execute the agreement; and
4. Upon execution, contact the Bureau of Sanitation (Bureau), Board Report Section, at ext. 5-4246 for pick up and further processing.

### TRANSMITTALS

1. Copy of the proposed sole source agreement between the City of Los Angeles and Emerson Process Management Power and Water Solutions, Inc.
2. Copy of Joint Board Report No. 1 dated September 26, 2005 authorizing the Director of the Bureau of Sanitation to negotiate a sole source agreement with Emerson Process Management Power and Water Solutions for Westinghouse WDPF II controls systems maintenance and support.
3. Copy of the January 19, 2005 waiver and May 7, 2007 revised waiver of MBE/WBE participation obtained from the Office of the Mayor.

## DISCUSSION

### **Background**

The Bureau of Sanitation utilizes Emerson Process Management Power and Water Solutions, Inc. (hereafter referred to as Emerson) WDPF II control systems hardware and software to monitor, control, and automate the wastewater treatment processes at the Hyperion Treatment Plant. This equipment and software is critical to the safe and efficient operation of the wastewater treatment facilities. The previous agreement between the City and Emerson for WDPF II control systems support and maintenance at the Hyperion Treatment Plant expired July 31, 2002. These facilities require that maintenance and support be retained to provide software license renewals, software support, documentation, and onsite maintenance support for this hardware and software. City staff does not have the ability to provide this support, which is highly technical and related specifically to the proprietary nature of these products as developed by Emerson.

Emerson, as the manufacturer, is the only company capable of providing hardware and software maintenance support for the WDPF II control systems at the Hyperion Treatment Plant. This hardware and software is proprietary to Emerson and only Emerson retains the staff, expertise and spare parts necessary to provide maintenance on these systems. Furthermore, as Emerson has had a historical relationship with the Bureau for the installation and maintenance of WDPF II equipment and software at Hyperion, Emerson field engineers have specific knowledge and understanding of the WDPF II control systems installations at this plant. This expertise is especially critical during emergency situations when it is essential to restore the proper operation and function of the control system as quickly as possible. Failure to negotiate a maintenance agreement with Emerson will put the Bureau at risk, in that routine software upgrades will not be performed, timely replacement of failed or damaged components will be compromised, and there will be no guaranteed response by field service personnel in the event of a WDPF II control systems failure. For these reasons, the Bureau is requesting the Board authorize to enter into a sole source Agreement with Emerson Process Management Power and Water Solutions, Inc. and waive the MBE/WBE/OBE requirements.

### **Project Scope**

The project scope will include securing Sure Service Maintenance services of Emerson Process Management Power and Water Solutions, Inc. for the express purpose of providing required expertise necessary for the maintenance of WDPF II control systems hardware and software at the Hyperion Treatment Plant. All service components are provided on a subscription basis. Additional support time, parts, and testing of 242 suspected 'bad boards' may be purchased at a prorated cost. Maintenance and support services will include but not be limited to the following:

Page 3

- 'EXPERT TELEPHONE SUPPORT' Telephone support line
- 'INTERNET INFORMATION ACCESS' Web based knowledge base
- 'REMOTE SYSTEM DIAGNOSTICS' Software troubleshooting
- 'SCHEDULED ON-SITE FIELD SERVICE' WDPF II control systems at the Hyperion Treatment Plant
- 'EMERGENCY ON-SITE FIELD SERVICE' WDPF II control system at the Hyperion Treatment Plant
- 'ON DEMAND PURCHASE OF ADDITIONAL EQUIPMENT' at the Hyperion Treatment Plant
- 'ON DEMAND SCHEDULED ON-SITE SERVICE' at the Hyperion Treatment Plant
- 'TEST OF 242 SUSPECTED BAD BOARDS' at the Hyperion Treatment Plant.

**Compliance With Mayor's Executive Directive 2001-26**

Emerson Process Management Power and Water Solutions, Inc. does not subcontract to or otherwise license any firm to perform maintenance services on WDPF II control systems hardware and software. Emerson Process Management Power and Water Solutions, Inc. does not license the manufacture, sale, or repair of WDPF II control systems hardware components to any other equipment manufacturer (OEM). Therefore, this contract provides no opportunities for subcontractor participation. A waiver of MBE/WBE participation was obtained from the Office of the Mayor dated January 19, 2005. Subsequently, on May 2, 2007 the Mayor's Office provided a revised MBE/WBE participation waiver.

**Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this sole source agreement shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

**Contract Responsibility Ordinance**

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

BUREAU OF SANITATION  
 BUREAU OF CONTRACT ADMINISTRATION  
 JOINT BOARD REPORT NO. 1  
 May 6, 2009

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**Cost**

The estimated annual cost of the services provided under this contract is \$400,000 with the total over five years not to exceed \$2,000,000. Should the Bureau determine that it is in the best interest of the City to extend the contract for two (2) additional years utilizing the option provided in the service agreement, a new request will be submitted to the City Council for approval of the sole source agreement with Emerson Process Management Power and Water Solutions, Inc and the dollar amount increase on the contract ceiling. Funding for the two (2) years extension option will be requested through the City's normal budgetary process.

ITEM	5 - Yr ESTIMATED COST
Annual Maintenance - for five-year period	
1. Expert Telephone Support	\$53,696
2. Remote Systems Diagnostics	\$25,800
3. Internet Information Access	\$0
4. Scheduled On-Site Service (120 Days)	\$262,920
5. Emergency/Priority On-Site Service (30 Days)	\$85,472
6. Test of suspected 242 'bad' board	\$121,000
7. "On-Demand" Purchase of Additional Equipment	\$1,350,000
8. "On-demand" Scheduled On-Site Service	\$100,000
<b>TOTAL</b>	<b>\$1,998,888</b>

**City Requirements**

Emerson Process Management Power and Water Solutions, Inc. had or will comply with the following requirements prior to contract execution:

- Affirmative Action Plan/Non-Discrimination/Equal Employment Opportunity
- Business Tax Registration Certificate
- Child Support Obligation Ordinance
- Equal Benefits Ordinance
- Insurance/Bond Requirements
- Americans With Disabilities Act
- Pledge of Compliance with Contractor Responsibility Ordinance
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Living Wage Ordinance and Service Contractor Worker Retention Ordinance

**Charter Section 1022**

This agreement is exempt from City Charter Section 1022 due to the proprietary nature of the software and use of specially trained and certified persons to maintain and service the equipment.

**Notification of Intent to Contract**

The "Notification of Intent to Contract" Form was filed with the CAO (City Administrative Office) clearinghouse on March 15, 2007.

**Headquarters Address and Workforce Information**

Emerson Process Management Power and Water Solutions, Inc. is headquartered at 200 Beta Drive, Pittsburg, PA 15238. There are six hundred eighty five employees none of which live within the City of Los Angeles.

**Contract Administration**

Responsibility for administration of this agreement will be with the Information and Control Systems Division of the Bureau of Sanitation.

**City Attorney Review**

The City Attorney has reviewed this contract and has approved it as to form.

**STATUS OF FINANCING**

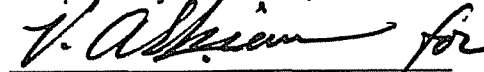
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This contract includes a Financial Liability Clause which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
May 6, 2009

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Respectfully submitted,

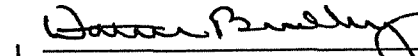


ENRIQUE C. ZALDIVAR, Director  
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:

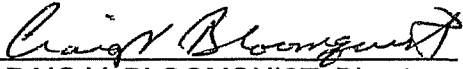


HANNAH CHOI, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration



JOHN L. REAMER, JR., Director  
Bureau of Contract Administration

APPROVED AS TO FUNDS:



CRAIG V. BLOOMQUIST, Director  
Office of Accounting  
Date: 4/28/09

Prepared by:  
Charles Lee, Control System Engineer  
ICSD-HTP  
(310)648-5450

TRANSMITTAL 1

SAs, 1 PWS 1 5-6-09

CONTRACT NO. C- \_\_\_\_\_

**SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**EMERSON PROCESS MANAGEMENT POWER AND WATER**  
**SOLUTIONS, INC.**  
**FOR CONTROL SYSTEMS SUPPORT**

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- EXHIBIT B – GOOD FAITH EFFORT WAIVER APPROVAL FORM**
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**EXHIBIT N -**

**MUNICIPAL LOBBYING ORDINANCE/BIDDER  
CERTIFICATION**

## A G R E E M E N T

This AGREEMENT, made and entered into by and between the Bureau of Sanitation, Department of Public Works, a Municipal Corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "Emerson Process Management Power and Water Solutions, Inc." hereinafter referred to as the "CONTRACTOR", and is set forth as follows:

### W I T N E S S E T H

WHEREAS, the Bureau of Sanitation uses Westinghouse Distributed Process Family (WDPF) II control systems from CONTRACTOR for automation and control of the wastewater treatment operations at the Hyperion Wastewater Treatment Plant; and,

WHEREAS, the Bureau of Sanitation does not have the in-house expertise to perform many of the services required to maintain and support these control systems and must rely on outside services to provide them; and,

WHEREAS, the Bureau of Sanitation recognizes that CONTRACTOR possesses specialized expertise, knowledge, and sufficient personnel to perform the required services; and,

WHEREAS, the Bureau of Sanitation requires resources and services only available from CONTRACTOR to satisfy the support needs of the control systems; and,

WHEREAS, CONTRACTOR, being the sole manufacturer and provider of repair services of the WDPF II control systems, is uniquely qualified to provide these technical services and provide the necessary equipment and spare parts; and,

WHEREAS, CONTRACTOR has the exclusive rights and patents to the WDPF control

system hardware, software products, equipment and maintenance services; and,

WHEREAS, CONTRACTOR has agreed to perform the above referenced tasks in a professionally sound manner in accordance with all applicable laws, rules, regulations and other applicable requirements of local, state, and federal governments;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

**ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent 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 for or against the CITY or the CONTRACTOR. The word CONTRACTOR herein and in any amendments hereto includes the party or parties identified in the AGREEMENT wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

**ARTICLE 2 – DEFINITIONS**

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

AGREEMENT	This contractual agreement between the CITY and Emerson Process Management Power and Water Solutions, Inc.
BOARD	The Board of Public Works of the City of Los Angeles.
BUREAU	Bureau of Sanitation, Department of Public Works, City of Los Angeles.
CITY	The City of Los Angeles.
CONTRACT DATE	September 1, 2009
CONTRACTOR	Emerson Process Management Power and Water Solutions, Inc.
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT.
DIRECTOR	Director of the Bureau of Sanitation.
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas, and other holidays officially designated and observed as such by the CITY.
OWNER	Bureau or Division who will operate and maintain the facility.
PROJECT	The system, process, or capability to be designed, developed or implemented by the CONTRACTOR.
PROJECT MANAGER	The CITY's representative in all matters within the scope of the AGREEMENT.
SCHEMATIC DESIGN DOCUMENTS	Preliminary site designs, elevations, and perspective sketches that are conceptual in nature based upon the individual PROJECT description/program showing all basic facilities in proportion, and their functional relationships.

**ARTICLE 3 – PROJECT DESCRIPTION**

The PROJECT scope will establish *SureService Support Programs* from Emerson Process Management Power and Water Solutions, Inc. for the express purpose of providing required expertise necessary for the maintenance of WDPF II control systems hardware and

software at the Hyperion Treatment Plant. *SureService Support Programs* will provide technical support, expert telephone support, remote system diagnostics, internet information access, scheduled on-site service, emergency on-site service, “on demand” scheduled on-site service and, testing of 242 suspected ‘bad’ boards. Additional hardware components and necessary component coverage may also be purchased under this AGREEMENT.

**ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR**

The CONTRACTOR shall provide the *SureService Maintenance Contract* as specified in Article 4.5 for control systems software maintenance, hardware support services, and engineering support services to the WDPF II control systems installed at Hyperion Wastewater Treatment Plant. The CONTRACTOR shall not proceed on any task without the prior written authorization of the PROJECT MANAGER. The details of CONTRACTOR SERVICES to be provided by the CONTRACTOR are as follows:

- 4.1 CONTRACTOR shall perform the services described in Article 4.4 and 4.5.  
CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or consultants performing the same or similar services.
- 4.2 CONTRACTOR shall provide corrective services without charge to the CITY for services, which fail to meet the above standards, and which are reported to CONTRACTOR in writing within the warranty period as set forth in Article 13 hereof. Should the CONTRACTOR fail or refuse to perform promptly its obligations under this warranty, the CITY may render or undertake the performance thereof and the CONTRACTOR shall be liable for any expenses thereby incurred.

#### 4.3 Maintenance of Records

For all negotiated non-firm price transactions, CONTRACTOR shall maintain complete and accurate accounting records with respect to all costs incurred under this AGREEMENT, including the records supporting the cost proposals used to enter into this AGREEMENT with CITY. All of the aforementioned records shall be maintained on generally recognized accounting basis and shall be clearly identifiable. CONTRACTOR shall make available to the representative of CITY all of such accounting books and records, including but not limited to work data, documents, proceedings, and activities related to this AGREEMENT for a period of three (3) years from the date of final payment under this AGREEMENT. CONTRACTOR shall maintain said records in a manner, which will indicate actual time and allowable costs with respect to all such work performed hereunder as required by CITY.

All subcontracts entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision on records and auditing above.

#### 4.4 Scope of Services

CONTRACTOR shall furnish staff and services for the overall performance of the duties set forth in this Article. These services are required to assist the CITY maintain and support control system monitoring and automation using WDPF II systems at the Hyperion Treatment Plant.

#### 4.5 CONTRACTOR Schedule of Services and Costs

4.5.1 **Expert Telephone Support** – See Exhibit A, Attachment 2, Item L1 for estimated subscription costs;

This is unlimited, technical telephone support available 24 hours a day, 7 days a week. This is Priority service.

Telephone support is available through the CONTRACTOR's Support Center 24 hours a day, 7 days a week. The CONTRACTOR's Support Center is staffed with WDPF and Ovation experts who are readily available to handle questions and technical problems.

**4.5.2 Remote System Diagnostics** – See Exhibit A, Attachment 2, Item L2 for estimated subscription costs;

Through a modem connection, CONTRACTOR's technical experts are able to remotely log into the BUREAU's control system and perform online troubleshooting. *Expert Telephone Support is required for this module.*

If a system problem cannot be resolved through telephone support, and if requested by the BUREAU, the CONTRACTOR's support engineer shall remotely log into the BUREAU's system via modem to troubleshoot the problem. CONTRACTOR shall then advise the BUREAU of the corrective actions required to return the system to automatic control or normal operation. If it is determined that on-site assistance is required, a field service engineer shall be dispatched to the customer site. The field service rate shall be the current published rate (see EXHIBIT A).

This service is included for those systems where a WEStation SS/SDS or Ovation system is presently installed. An analog telephone line is required and must be available for the modem connection.

**4.5.3 Internet Information Access** – See Exhibit A, Attachment 2, Item L3 for

estimated subscription costs;

CONTRACTOR shall provide access to the *SureService* technical knowledge base and information on software patches and updates.

CONTRACTOR shall provide user ID's and passwords for access to the *SureService* Website. This site is specific for *SureService* Contract customers, as much of the content of the site is CONTRACTOR proprietary information.

**4.5.4 Scheduled On-Site Service** - See Exhibit A, Attachment 2, Item L4 for estimated subscription costs;

This includes 120 days total for contract period - five years. Service days are regular 8-hour days, Monday through Friday, except Holidays. Travel and living expenses are included in the subscription cost (see EXHIBIT A). Service days must be used during the AGREEMENT period and cannot be extended (except for multi-year AGREEMENTS).

Per the PROJECT MANAGER's request, CONTRACTOR shall provide a mutually agreed upon number of scheduled on-site service visits throughout the AGREEMENT period. CONTRACTOR shall attempt to consistently provide the requested field engineer for scheduled on-site services. Scheduled On-Site Service visits must be used during the AGREEMENT period or will be forfeited.

**4.5.5 Emergency On-site Service** - See Exhibit A, Attachment 2, Item L5 for estimated subscription costs;

This service includes 30 anytime 8-hour emergency visits total for contract period – five years. Travel and living expenses are not included and shall be billed per

CITY's policies on travel and per diem. Service days must be used during the AGREEMENT period and cannot be extended (except for multi-year AGREEMENTS).

If a problem cannot be resolved through the telephone service, CONTRACTOR shall dispatch a field engineer to the site to rectify the problem. CONTRACTOR shall guarantee arrival of a field engineer to site within 24 hours from emergency call. CONTRACTOR shall provide a mutually agreed upon number of emergency on-site service visits throughout the AGREEMENT period. Emergency On-Site Service visits must be used during the AGREEMENT period or will be forfeited.

**4.5.6 Emerson Testing Services** - See Exhibit A, Attachment 2, Item L6 for total estimated cost;

This service includes possible testing of 242 suspected "bad" circuit boards owned by the CITY and identified in EXHIBIT A, Attachment 2. These boards may potentially be returned to a pool of certified spare parts ready for immediate installation. The prorated cost to test each board is set at \$500.00.

**4.5.7 Purchase of Additional Equipment, Parts, and Repairs** - See Exhibit A, Attachment 4 for total estimated cost;

The attached Quantum Hardware/Repair list Rev. 25, Attachment 4 in EXHIBIT A can be used to purchase parts and repairs for the contract period. A 15% discount shall be applied to each purchase order if the total purchases of that order are greater than \$10,000 from the Quantum list. The Quantum price list is available to all customers for purchase of hardware and is updated periodically. When an update is issued, it will become part of this AGREEMENT until another

update is issued.

- 4.5.8 **On Demand Scheduled On-Site Service** - See Exhibit A, Attachment 2, Item L8 for total estimated cost;

Field Service is priced on an as-used basis. Invoices shall be issued only when field engineering is performed. Travel time and expenses are not included and shall be billed at cost per the CITY's policies on travel and per diem. Service days are anytime 8-hour on-site service days.

#### **ARTICLE 5 – KEY CONTRACTOR PERSONNEL**

- 5.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

**Mr. Jeff Johnson, Senior Account Manager**

**783 Palmyrita Avenue, Suite D**

**Riverside, CA 92507**

Additional technical specialists shall be assigned subject to the PROJECT MANAGER's approval.

- 5.2 CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the PROJECT, and CONTRACTOR shall not change personnel assigned to these positions without the prior, written consent and approval of PROJECT MANAGER, provided such consent shall not be unreasonably withheld.

**ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

6.1 DIRECTOR will designate a PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY", "consult with CITY", "confer with CITY", or similar terms are used, they shall refer to the CITY's PROJECT MANAGER. The PROJECT MANAGER may be changed at the direction of the DIRECTOR of the BUREAU at any time. The PROJECT MANAGER may designate an assistant to act in his/her behalf for all matters related to this AGREEMENT.

6.2 Project Data

The PROJECT MANAGER shall deliver to the CONTRACTOR for its use all non-confidential technical data in CITY's possession which the CITY may lawfully release, including but not limited to, SCHEMATIC DESIGN DOCUMENTS, studies, reports, drawings, maps, and any other information required by the CONTRACTOR, all of which the CONTRACTOR may use and rely upon in performing services under this AGREEMENT.

6.3 Liaison

The PROJECT MANAGER shall act as liaison in working with the Operational, Maintenance, Process Control, and other sections, units, and divisions of the BUREAU as deemed reasonably necessary.

6.4 Coordination

The PROJECT MANAGER shall cooperate with the CONTRACTOR in all matters pertaining to services to be rendered under this AGREEMENT, so that the PROJECT may proceed without undue delay; the CONTRACTOR shall consult the PROJECT MANAGER or his/her representative on all matters relative to this AGREEMENT.

## **ARTICLE 7 – TERM OF AGREEMENT**

Unless otherwise provided, the term of this AGREEMENT shall begin on July 1, 2009 (the “Effective Date”) and shall be in effect for a term of five years from that Effective Date, unless terminated as provided under Article 8 or extended by amendment or change order to this AGREEMENT and signed by both parties. Upon agreement by both parties, the AGREEMENT may be extended for up to two years beyond the prescribed 5-year term.

## **ARTICLE 8 – TERMINATION**

- 8.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 8.2 This AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 8.3 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the

CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR's default. If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written commitments that were executed prior to the termination.

- 8.4 Upon receipt of a termination action under Articles 8.1 or 8.2 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) following payment receipt, deliver or otherwise make available to the CITY all data, SCHEMATIC DESIGN DOCUMENTS, drawings, specifications, reports, software, control logic, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing this AGREEMENT for ultimate delivery to the CITY, whether completed or in process.
- 8.5 Upon termination under Articles 8.1 or 8.2 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.
- 8.6 If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the

CITY. In such event, adjustment of the AGREEMENT price shall be made as provided in Article 8.3 of this article.

## **ARTICLE 9 – COMPENSATION, INVOICING, AND PAYMENT**

Compensation, invoicing, and payment definitions and procedures for this AGREEMENT are described below.

### 9.1 Definitions

"Cost" as used herein is defined as the sum of: (1) Subscription Service rates, which is referenced in EXHIBIT A, Attachment 2, Items L1-8; (2) Expert Telephone Support, which is referenced in EXHIBIT A, Attachment 2 Item L1; (3) Remote System Diagnostics which is referenced in EXHIBIT A, Attachment 2, Item L2; (4) Internet Information Access which is referenced in EXHIBIT A, Attachment 2, Item L3; (5) Scheduled On-Site Service, which is referenced in EXHIBIT A, Attachment 2, Item L4; (6) Emergency On-Site service, which is referenced in EXHIBIT A, Attachment 2, Item L5; (7) Test of 242 suspected 'bad boards' which is referenced in EXHIBIT A, Attachment 2, Item L6; (8) "On Demand" Purchase of Additional Equipment which is referenced in EXHIBIT A, Attachment 2, Item L7; and (9) "On Demand" Scheduled On-Site Service which is referenced in EXHIBIT A, Attachment 2, Item L8 and other direct cost with no mark up.

9.1.1 "Billing Hourly Rates" shall not apply since the BUREAU is contracting for prearranged services through the *SureService Maintenance Contract*.

- 9.1.2 The **subscription service rate** estimated amounts shown for each service described on EXHIBIT A are the amounts invoices shall be based on. This AGREEMENT has a ceiling of \$2,000,000 for five years.
- 9.1.3 EXHIBIT A, Project Services Cost Estimate attached hereto and incorporated herein by this reference, shall be used to estimate the total quarterly cost based upon the estimated cost of each subscription module and additional services requested by the BUREAU.
- 9.1.4 "Other Direct Cost" includes those costs of CONTRACTOR directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment owned or rented by CONTRACTOR (any equipment purchased and paid for under this PROJECT shall become the property of the CITY), auto mileage charges (based on IRS allowable amounts), supplies used in the work, communication expenses, cost of office lease space, equipment, and supplies furnished to CITY personnel at CITY's location.
- 9.1.5 Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT and said costs are reviewed and approved by the CITY and said approval for payment occurs after this AGREEMENT is fully executed.
- 9.1.6 CONTRACTOR agrees to offer the CITY any payment discount terms that are offered to its best customers for the goods and services to be provided hereunder

and apply such discount to payments made under this AGREEMENT which meet the discount terms.

## 9.2 Compensation

CONTRACTOR agrees to perform the work specified in Article 4.5.1 through 4.5.8, and CITY shall compensate CONTRACTOR, with payment to be made in accordance with the Project Services Cost Estimate shown in EXHIBIT A.

## 9.3 Invoicing and Payment

9.3.1 Once each quarter, CONTRACTOR shall submit to CITY an original invoice in a format acceptable to the CITY, which will include all costs for services provided during the preceding quarter. CITY shall pay CONTRACTOR all amounts approved for payment within thirty (30) days from CONTRACTOR's invoice date.

9.3.2 Invoices shall be prepared in such form and manner supported by such copies of invoices, service call reports, and other documents of proof as may be reasonably required by CITY to establish the amount of such invoices as being allowable.

9.3.3 CITY shall not be obligated to reimburse CONTRACTOR for costs incurred in excess of the total estimated not-to-exceed cost set forth in EXHIBIT A, Project Services Cost Estimate. CONTRACTOR shall not be obligated to continue performance, (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Services Cost Estimate unless and until CITY shall have notified CONTRACTOR in writing that such Project Services Cost Estimate has been increased and shall have specified in such notice an estimated Project Services Cost Estimate which shall thereupon

constitute the cost performance of this AGREEMENT. In the absence of the specified notice, CITY shall not be obligated to reimburse CONTRACTOR for any costs in excess of the Project Services Cost Estimate set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination.

9.3.4 When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by CONTRACTOR in excess of the Project Services Cost Estimate, EXHIBIT A, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase.

9.3.5 CITY liability under this AGREEMENT shall only be to the extent of the present appropriation to fund the AGREEMENT which is \$2,000,000. No action, statement, or omission of any officer, agent, or employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this AGREEMENT. CONTRACTOR and CITY agree that no indebtedness for work performed which results in costs under this AGREEMENT shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However, if CITY shall appropriate funds for any successive fiscal years, CITY's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this AGREEMENT. All invoices shall be submitted to PROJECT MANAGER.

9.4 CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California False Claims Act (Cal. Gov.

Code 12650 et.seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

## **ARTICLE 10 – AMENDMENTS, CHANGES, OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto. They are subject to Council or BOARD approval.

## **ARTICLE 11 – INDEMNIFICATION AND INSURANCE**

### 11.1 Indemnification

#### 11.1.1 Negligence

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agents, or damage or destruction of any property of either party hereto or third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its

subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this AGREEMENT.

## 11.2 Insurance

### 11.2.1 General Conditions

During the term of this AGREEMENT and without limiting CONTRACTOR's indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by CONTRACTOR in the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR) in EXHIBIT G hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, Ordinance or policy, shall comply with the instructions set forth on in EXHIBIT G, and which can also be found at the BOARD's website: [www.lacity.org/bpw/Secretariat/Insurance.html](http://www.lacity.org/bpw/Secretariat/Insurance.html), in the form *Instructions and Information on Complying with City Insurance Requirements, rev 9/06*, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. An insurance industry ACORD Certificate with a separate Additional Insured Endorsement naming the City of Los Angeles as an additional insured (for general liability insurance) is the preferred form of evidence of insurance. Specifically, such insurance shall: 1) list the City as an additional insured to the extent of Contractors's negligence and subject to Article 38/Limitation of Liability, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide CITY at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the

insurer; and 3) be primary with respect to Contractor's negligence.

CONTRACTOR's insurance is not expected to respond to claims which may arise from the acts or omissions of the CITY.

#### 11.2.2 Modification of Coverage

CITY reserves the right at any time during the term of this AGREEMENT to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the CONTRACTOR, CITY agrees to negotiate additional compensation proportional to the increased benefit to CITY.

#### 11.2.3 Failure to Procure Insurance

All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations or tenancy by CONTRACTOR.

CONTRACTOR's failure to procure or maintain the required insurance or a self insurance program during the entire term of this AGREEMENT shall constitute a material breach of this AGREEMENT under which CITY may immediately suspend or terminate this AGREEMENT or, at its discretion, procure or renew such insurance to protect CITY's interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

#### 11.2.4 Workers Compensation

By signing this AGREEMENT, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to

undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this AGREEMENT.

A Waiver of Subrogation to the extent of Contractor's negligence in favor of CITY will be required when work is performed on CITY premises under hazardous conditions.

#### **ARTICLE 12 – INDEPENDENT CONTRACTORS**

CONTRACTOR is acting hereunder as an independent CONTRACTOR and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its Directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

#### **ARTICLE 13 - WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

13.1 CONTRACTOR represents and warrants that the services performed hereunder shall be completed in a manner consistent with using competent knowledge and judgment and that the equipment, parts/devices purchased will be free of defects in material and workmanship for a period of 12 months after completion of the services or delivery of equipment.

13.2 In the case of a nonconformity in the warranties set forth herein above [Paragraph 13.1], and if CONTRACTOR is notified in writing of such nonconformity during the applicable warranty period, it shall be corrected by, in the case of equipment, repair or replacement

of defective part(s) F.O.B. destination; in the case of software, correction, in the medium originally supplied, or provision of a procedure to correct material errors; or, in the case of service, re-performance of the nonconforming portion of the service. If such remedies are impracticable, CONTRACTOR will refund the purchase price for the nonconforming equipment, software, or service. Any warranty specified herein is conditioned upon: a) proper handling, installation and maintenance; b) not having been subjected to accident, alteration, abuse or misuse; and c) the CITY providing necessary access and assistance for CONTRACTOR to fulfill its warranty obligations. The exchange and repair prices quoted by CONTRACTOR or appearing in the current catalog price list are contingent upon receipt of items, which have failed due to normal electronic failure. The CITY is responsible for ensuring that its item(s) are delivered to CONTRACTOR without further damage due to shipping/handling. The above programs do not apply to items which have failed due to physical damage; improper installation, operation or maintenance; unauthorized modifications, adjustments, and/or repairs; or other causes of misuse or misapplication. Unless stated otherwise herein, third party software/equipment shall be warranted and remedied on a pass through basis in the same manner and for the same period and extent provided by the original software/ equipment manufacturer.

The warranties set forth above [Paragraph 13.1] are exclusive and in lieu of all other warranties whether statutory, express or implied (including all warranties of merchantability and fitness for purpose and all warranties arising from course of dealing or usage of trade). The remedies set forth, for the time and in the manner provided above, shall be the CITY's exclusive remedies for failure of CONTRACTOR to meet its warranty obligations, whether based in contract, or otherwise.

13.3 CONTRACTOR represents and warrants that it is the supplier and maintenance

service provider of the WDPF II control systems, and as such possesses the rights and licenses to use, copy, reproduce and make changes to the WDPF II control systems, as required to perform this AGREEMENT.

13.4 CONTRACTOR represents and warrants that any performance of all obligations under this AGREEMENT does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

13.5 Notwithstanding other provisions in this AGREEMENT, remedies for breach of warranties made herein are cumulative to all other remedies available to the CITY under the law.

13.6 Provisions hereunder shall survive the termination, expiration or cancellation of this AGREEMENT.

#### **ARTICLE 14 – OWNERSHIP OF WORK PRODUCTS**

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR under this AGREEMENT which requires and includes CITY's proprietary information shall be and remain the property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this AGREEMENT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Work Products, however, do not include the know-how and pre-existing intellectual property of the CONTRACTOR that the CONTRACTOR has already possessed

prior to performing this AGREEMENT. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this AGREEMENT which requires and includes CITY's proprietary information. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT but be limited by applicable statute of limitation.

Any subcontract entered into by CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall include a like provision for work to be performed under this AGREEMENT to contractually bind or otherwise oblige its subcontractors performing work under this AGREEMENT such that the CITY's ownership rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR's AGREEMENT with the CITY.

**ARTICLE 15 – NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION**

Nondiscrimination, Equal Employment Practices, and Affirmative Action is attached hereto as EXHIBIT I and incorporated herein by this reference.

The CONTRACTOR shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this AGREEMENT, the CONTRACTOR shall not discriminate in its

employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONTRACTOR shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The CONTRACTOR shall also comply with all rules, regulations, and policies of the CITY's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR's AGREEMENT with the CITY.

**ARTICLE 16 – MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE**

**OUTREACH PROGRAM**

The approved Good Faith Effort Waiver Form is attached hereto as EXHIBIT B and incorporated herein by this reference.

CONTRACTOR has stipulated that it does not engage any subcontractors to perform the work described in this AGREEMENT and that all services described herein are performed by employees of CONTRACTOR or of its Joint Venture Partners. The Board of Public Works has been advised of this stipulation and a waiver has been obtained from the Mayor's Office.

**ARTICLE 17 – SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 32.

**ARTICLE 18 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Charles Lee, Control Systems Engineer

Address: 12000 Vista Del Mar  
Playa Del Rey, California, 90293

To CONTRACTOR:

Contact Person: Mr. Jefferey Johnson, Sr. Account Manager

Address: 783 Palmyrita Ave. Suite D  
Riverside, CA 92507

**ARTICLE 19 – FORCE MAJEURE**

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or

negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes; freight embargos or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

#### **ARTICLE 20 – BREACH**

Except for force majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### **ARTICLE 21 – SEVERABILITY**

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

#### **ARTICLE 22 – DISPUTES**

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

**ARTICLE 23 – ENTIRE AGREEMENT**

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

**ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT**

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 and employment, wage and hours and licensing laws which affect employees. This AGREEMENT shall be enforced, and interpreted under the laws of the State of California. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT shall be held 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 of the AGREEMENT shall not be affected thereby.

**ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION**

**CERTIFICATE REQUIRED**

The Business Tax Registration Certificate is attached hereto as EXHIBIT C and incorporated herein by this reference.

CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR's responsibility to report the matter immediately to the PROJECT MANAGER.

## **ARTICLE 26 – BONDS**

Duplicate copies of all bonds, which may be required hereunder, shall conform to CITY requirements established by Charter, Ordinance or Policy and shall be filed with the Office of the City Administrative Officer, Risk Management, for its review in accordance with Los Angeles Municipal Code Sections 11.47 through 11.56. CONTRACTOR shall provide a maintenance bond in lieu of a performance bond.

### 26.1 Maintenance Bond

As security, for maintenance under the terms of this AGREEMENT, the CONTRACTOR shall furnish, as of the CONTRACT DATE, a maintenance bond, or equivalent security, in a form acceptable to the CITY, which will extend for the life of the contract including execution of the renewal option. The initial term of the bond shall be for one year, commencing on the CONTRACT DATE.

On the anniversary of the CONTRACT DATE, the bond shall be renewed for an additional year. The amount of the bond shall be \$ 321,000 to be due to the CITY by the CONTRACTOR during the bond term. At the CONTRACT DATE, the CITY may, at its sole option, accept some other form of maintenance security offered by the

CONTRACTOR in lieu of an annual maintenance bond. All bonds must be executed by a responsible corporate surety authorized to issue bonds in the State of California, secured through an authorized Agent and in a form acceptable to the Office of the City Administrative Officer, Risk Management.

The CITY reserves the right to deduct from the bond, any amount, up to and including the full amount of the bond, as stated herein, owed to the CITY, by CONTRACTOR, as compensation to CITY for failure to adhere to the terms and conditions of the AGREEMENT including but not limited to items listed in Article 8.

#### **ARTICLE 27 – CHILD SUPPORT ASSIGNMENT ORDERS**

This AGREEMENT is subject to the Child Support Assignment Orders Ordinance, Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, CONTRACTOR certifies that it will (1) fully comply with all State and Federal employment reporting requirements for CONTRACTOR employees applicable to Child Support Assignment Orders; (2) that the principal owner (s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, *et seq.*; and (4) maintain such compliance throughout the term of this AGREEMENT. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notice of Assignment or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment

Orders and Notices of Assignment applicable to them personally shall constitute a default by the CONTRACTOR under the terms of this AGREEMENT, subjecting this AGREEMENT to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONTRACTOR by CITY.

Any subagreement entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by the CONTRACTOR under the terms of this AGREEMENT, subjecting this AGREEMENT to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONTRACTOR by the CITY.

CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

**ARTICLE 28 – SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND  
LIVING WAGE ORDINANCE**

The Service Contractor Worker Retention Ordinance and Living Wage Ordinance is attached hereto as EXHIBIT H and incorporated herein by this reference.

Unless otherwise exempt in accordance with the provisions of these Ordinances, this

AGREEMENT 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. The Ordinances require the following:

1. CONTRACTOR 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.
2. CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its subcontractor within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subagreement. CONTRACTOR's evidence of executed pledges from each such subcontractor shall fully discharge the obligation of the CONTRACTOR with respect to such pledges and fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONTRACTOR, 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. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any subagreement entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of the LWO and SCWRO and shall incorporate the provisions of the LWO and the SCWRO.
5. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR 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 CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR 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 described therein through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The

CONTRACTOR 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 AGREEMENT 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.

**ARTICLE 29 – AMERICANS WITH DISABILITIES ACT**

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subagreement entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**ARTICLE 30 – EQUAL BENEFITS ORDINANCE**

The Certification regarding compliance with Equal Benefits Ordinance is attached hereto

as EXHIBIT J and incorporated herein by this reference.

Unless otherwise exempted in accordance with the provisions of this Ordinance, this AGREEMENT 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.

1. During the performance of the AGREEMENT, 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 its 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.”

2. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of the AGREEMENT by the Awarding Authority.
3. If the CONTRACTOR fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the AGREEMENT, in whole or in part, and all monies due or to become due under the AGREEMENT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
4. 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.

5. 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 AGREEMENT 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.

### **ARTICLE 31 – 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.

### **ARTICLE 32 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY;

- (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.

### **ARTICLE 33 – PERMITS**

The CONTRACTOR and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the CONTRACTOR's

performance of the services hereunder and shall pay any fees required therefore.

CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

#### **ARTICLE 34 – CLAIMS FOR LABOR AND MATERIALS**

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

#### **ARTICLE 35 – CONTRACTOR PERFORMANCE EVALUATION**

The Contractor Performance Evaluation is attached hereto as EXHIBIT K and incorporated herein by this reference.

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR's performance. The CITY may also conduct evaluations of the CONTRACTOR's performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed 14 calendar days to respond. The CITY will use the final CITY evaluation, and any response from the

CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

**ARTICLE 36 – SOFTWARE AND FIRMWARE**

Notwithstanding any other provisions herein to the contrary, CONTRACTOR or applicable third party owner shall retain all exclusive rights, interest and title to its respective firmware and software. CITY's use of the firmware and software shall be governed exclusively by CONTRACTOR's and/or third party owner's applicable license terms.

**ARTICLE 37 – INTELLECTUAL PROPERTY INFRINGEMENTS**

CONTRACTOR shall defend any action brought against the CITY to the extent based on a claim that any item including without limitation deliverables manufactured and furnished by CONTRACTOR infringes any U.S. patent or copyright and, if notified promptly in writing and given authority and assistance for the defense of same, consistent with Los Angeles City Charter Sections 271, 272, & 273, CONTRACTOR shall pay the damages and costs awarded therein against the CITY as well as any litigation costs, if any, incurred by the CITY. Additionally, if the use of the allegedly infringing item is enjoined, CONTRACTOR shall, at its expense and option, either procure for the CITY the right to continue using it, replace it with a non-infringing item, modify it so it becomes non-infringing, or remove it and refund its full purchase price. These provisions do not apply if the item is furnished strictly in accordance with designs supplied by the CITY or to the extent any item furnished hereunder is modified or combined by CITY or others with items not furnished hereunder in a way that is not foreseen or intended in order for the CITY to enjoy the benefits of the deliverables under this AGREEMENT. This is an exclusive statement

relating to the indemnification by CONTRACTOR of third party patent infringement claims and lawsuits and all the remedies of the parties relating thereto. This provision survives the expiration, cancellation and termination of this AGREEMENT.

**ARTICLE 38 – LIMITATION OF LIABILITY**

Except for CONTRACTOR's obligations to indemnify the CITY for third-party bodily injury, personal injury, third party property damage or third party intellectual property infringement pursuant to this AGREEMENT, CONTRACTOR's total liability to the CITY arising out of or in connection with this AGREEMENT shall not exceed two (2) times the total AGREEMENT price and the CITY hereby releases CONTRACTOR from any excess thereof. The release from liability and the limitations on liability expressed in the AGREEMENT shall not apply to damages arising out of the CONTRACTOR's gross negligence, or willful or intentional misconduct. Notwithstanding any other provision of this AGREEMENT, the remedies set forth herein are exclusive and under no theory of recovery, will in no event either the CITY or CONTRACTOR and its suppliers of any tier, be liable to the other for any special, indirect, or incidental or consequential damages whatsoever.

**ARTICLE 39 – SURVIVAL**

The Limitation of Liability, Intellectual Property, Software and Firmware, Ownership of Data, and Disputes provisions shall survive termination, expiration or cancellation of this AGREEMENT or the purchase order to which these terms and conditions apply. No amendment, modification or alteration of these terms and conditions shall be binding unless the same shall be in writing and duly executed by the parties. If any term or condition is under any circumstances

deemed invalid, the remaining terms and conditions shall be construed with the invalid provision(s) deleted.

**ARTICLE 40 – CONTRACTOR RESPONSIBILITY ORDINANCE**

The Contractor Responsibility Ordinance is attached hereto as EXHIBIT L and incorporated herein by this reference.

Unless otherwise exempt in accordance with the provisions of the Ordinance, this AGREEMENT 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 (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR's fitness and ability to continue performing the AGREEMENT. In accordance with the provisions of this Ordinance, by signing this AGREEMENT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this AGREEMENT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR further agrees to:

1. Notify the awarding authority within thirty (30) 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 AGREEMENT;
2. Notify the awarding authority within thirty (30) 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;

3. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
4. 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 (30) 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.

#### **ARTICLE 41 – SLAVERY DISCLOSURE ORDINANCE**

The Slavery Disclosure Ordinance is attached hereto as EXHIBIT J and incorporated herein by this reference.

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

#### **ARTICLE 42 - DELIVERY, TITLE AND RISK OF LOSS**

Title and risk of loss shall pass to the CITY upon delivery. Delivery to the CITY shall be F.O.B. destination. Material returned to CONTRACTOR by the CITY shall be F.O.B. destination.

**ARTICLE 43 - MUNICIPAL LOBBYING ORDINANCE SECTION 48.09H**

**Contractor Certification of Compliance With Lobbying Laws.** Any CONTRACTOR for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, EXHIBIT N, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

**ARTICLE 44 - PROPRIETARY INFORMATION**

Specifications, drawings, data, software and other information transmitted and owned by CONTRACTOR to CITY in connection with CONTRACTOR'S offer and any resulting sale are the property of CONTRACTOR or its suppliers.

Parties agree that CONTRACTOR does not intend and will not transmit or transfer during performance of this AGREEMENT any of CONTRACTOR'S Confidential Information to CITY. Confidential Information shall mean trade secrets and/or proprietary materials and information of CONTRACTOR'S, irrespective the medium which embodies the information (specifications, drawings, data, or software). Confidential Information disclosed orally shall be identified as such by a legal written notice (addressed per Article 18) within ten (10) business days of disclosure. Should CONTRACTOR transmit or transfer any of its Confidential Information to CITY, CITY shall treat the Confidential Information in confidence on a need-to-know basis, shall not reproduce, copy or use the same for any purpose other than those in furtherance of this AGREEMENT, and shall not disclose the same to third parties without the prior written permission of CONTRACTOR; provided, however, CONTRACTOR has diligently

marked the same with "CONFIDENTIAL INFORMATION" conspicuously on the front and each page of the confidential materials and provides a log of transmitted Confidential Information to CITY'S contract administrator listed in Article 18. The provisions of this article shall not apply to information which: (i) is or becomes generally available to the public through no act or fault of the CITY; (ii) is, prior to disclosure hereunder, already in the possession of the CITY and was not received from CONTRACTOR; (iii) is hereafter rightfully received from a third party who did not receive the same from CONTRACTOR; or (iv) is required by law or governmental agency to be disclosed, after the CITY notifies CONTRACTOR of the disclosure requirements and affords CONTRACTOR an opportunity to object to and minimize such disclosure.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

**CITY OF LOS ANGELES**

By: \_\_\_\_\_

Title President, Board of Public Works

Emerson Process Management  
Power and Water Solutions, Inc.

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

Rockard J. Delgadillo, City Attorney

By: \_\_\_\_\_

Christopher M. Westhoff

Title: Assistant City Attorney

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

**June Lagmay, City Clerk**

By: \_\_\_\_\_

Title: Deputy City Clerk

Date: \_\_\_\_\_

**EXHIBIT A**

**PROJECT COST BREAKDOWN**



Emerson Process Management  
Power & Water Solutions  
783 Palmyrita Avenue, Suite D  
Riverside, CA 92507  
Tel 1 (909) 686-9880

March 2, 2009

Charles Lee  
City of Los Angeles, Hyperion Treatment Plant  
12000 Vista Del Mar  
Playa Del Rey, CA 90293-8504

**Subject: SureService Maintenance Contract Renewal Offer – 121806G1f**  
**Revision a: Revised to remove component coverage**  
**Revision b: Added scheduled days, removed training**  
**Revision c: Added on-demand FE days**  
**Revision d: Itemized discounts**  
**Revision e: Reference Quantum as price, new catalog price released each year. Final price noted. Cost for each board testing. On-Demand scheduled rates.**  
**Revision f: Reissue**

Dear Mr. Lee:

The *SureService* Maintenance Contract (MC030) between Emerson Process Management Power & Water Solutions and City of Los Angeles – Hyperion Treatment Plant will expire on **January 1, 2008**. It has been a pleasure providing these services to you over the last year, and we look forward to a continued relationship.

This offer letter covers the equipment identified on **Attachment 1** and the price and services identified on **Attachment 2**.

*SureService* support programs are specifically designed to enhance plant resources, maintain efficiency, reduce plant-operating costs and provide critical control system support. The *SureService* programs allow you to tailor the services to meet your needs. Descriptions of each service programs are provided as **Attachment 3** to this offer letter.

The attached Quantum Hardware/Repair List Rev. 25 enclosed on **Attachment 4** can be used to purchase parts and repairs for the contract period. A 15% discount (purchases greater than \$10,000) is available for all hardware purchases off the corresponding list. The Quantum price list is available to all customers for purchase of hardware and is updated periodically. When an update is issued it will become part of this *SureService* contract until another update is issued.

The existing agreement between the City of Los Angeles and Emerson Process Management Power and Water Solutions will apply. This offer shall remain valid for 30 days from the date of this letter, unless otherwise extended, modified, or withdrawn in writing by Emerson Process Management Power & Water Solutions.

Thank you for your continued interest in our products and services. Please mail your purchase order to my attention at Emerson Process Management, 783 Palmyrita Avenue, Suite D, Riverside, CA 92507 or fax to me at 909-686-9898.

If you have any questions, please contact me at 951-826-3229.

Sincerely,



Emerson Process Management  
Power & Water Solutions  
783 Palmyra Avenue, Suite D  
Riverside, CA 92507  
Tel 1 (909) 686-9880

EMERSON PROCESS MANAGEMENT  
Power & Water Solutions

**Jeff Johnson**  
Sr. Account Manger Power & Water

Attachments

**Attachment 1**

Customer: City of Los Angeles  
Site: Hyperion

<b>Unit: Liquid Highway</b>	
<b>System Platform: WEstation</b>	
<b>Qty.</b>	<b>Description</b>
9	WEStation Eng
1	WEStation Eng Software Server
4	WEStation OPR
18	Redundant DPU
2	WEStation Historian
1	NT PC's for SCADA Alarm
1	Windows 2000 PC for OPC Server
1	WEStation API for PI System

<b>Unit: Solid Highway</b>	
<b>System Platform: WEstation</b>	
<b>Qty.</b>	<b>Description</b>
6	WEStation Eng
1	WEStation Eng Software Server
10	WEStation OPR
24	Redundant DPU
2	WEStation Historian
1	NT PC's for SCADA Alarm
1	Windows 2000 PC for OPC Server
1	WEStation API for PI System



Emerson Process Management  
 Power & Water Solutions  
 783 Palmyra Avenue, Suite D  
 Riverside, CA 92507  
 Tel 1 (909) 686-9880

## Attachment 2

**Customer:** City of Los Angeles  
**Offer #:** 121186G1f  
**Contract Period:** June 1, 2009 – May 31, 2014

**Site:** Hyperion

Item #	SureService Modules	5-year Price	Gold Discount/5-Year Contract Discount (20%)	Discount Price
1	<b>Expert Telephone Support</b> Unlimited, technical telephone support available 24 hours a day, 7 days a week. Priority service.	\$67,120	(\$13,424)	\$53,696
2	<b>Remote System Diagnostics</b> Through a modem connection, our technical experts are able to remotely login to you control system and perform online troubleshooting. <i>Expert Telephone Support is required for this module.</i>	\$32,250	(\$6,450)	\$25,800
3	<b>Internet Information Access</b> Provides access to the SureService technical knowledge base and information on software patches and updates.	\$0.00	n/a	\$0.00
4	<b>Scheduled On-Site Service</b> Includes <u>24</u> days per year (120 days total). Service days are regular 8-hour days, Monday – Friday, except holidays. Travel & Living expenses <u>are included</u> . Service days must be used during the contract year and cannot be extended (except for multi-year contracts.).	\$328,650	(\$65,730)	262,920
5	<b>Emergency On-Site Service</b> Includes <u>6</u> anytime 8-hour emergency visits per year (30 days total). Travel & Living expenses <u>are not included</u> . Service days must be used during the contract year and cannot be extended (except for multi-year contracts).	\$106,840	(\$21,368)	\$85,472
	<b>Subtotal</b>	\$534,860	(\$106,972)	\$427,888
6	Test of suspected 242 'bad' boards <sup>2</sup> .	\$121,000	n/a	\$121,000
7	"On Demand" Purchase of Additional Equipment (Attachment 4, Quantum hardware Repair List)	\$1,350,000	n/a	\$1,350,000
8	<b>"On Demand" Scheduled On-Site Service<sup>3</sup></b> Field Service is priced on an as-used basis. Invoices will be issued only when field engineering is performed. Travel time and expenses will be billed at cost. Service days are <u>anytime</u> 8-hour on-demand on-site service days. (\$2,264 per service day)	\$100,000	n/a	\$100,000
	<b>Total</b>	<b>\$1,998,888</b>		

**Notes:**

\* Price listed is applicable only with a 5-year maintenance contract. Purchase order must specify a 5-year contract.

<sup>1</sup> The *SureService Gold* package provides for a 15% discount and requires the *Expert Telephone Support* plus any four other modules.

<sup>2</sup> Sure Service discounts are not applicable to this service. The list of 'bad' boards is per Gary Whitney.



**EMERSON**  
Process Management

Emerson Process Management  
Power & Water Solutions  
783 Palmyrita Avenue, Suite D  
Riverside, CA 92507  
Tel 1 (909) 686-9880

Repair of any boards deemed bad per the testing service will be subject to "2007" pricing for repairs. Testing of "bad" boards must be concluded before July 1, 2007 and the cost for repair of each board is \$500.

<sup>3</sup> On-Demand scheduled On-Site Service days will require that they be purchased against a blanket PO starting with zero value. As days are purchased they will be charged at the designated rate against the blanket PO. Note that the following rates shall apply, Regular, \$2,264 for 8 hours, Overtime - Weekdays and Saturdays, \$425/Hr., Overtime-Sundays and Holidays, \$566/Hr.

## Attachment 3

### SERVICE DESCRIPTIONS

#### SureService Modules

**Expert Telephone Support** - Telephone support is available through the Emerson Support Center 24 hours a day, 7 days a week. The Emerson Support Center is staffed with WDPF and Ovation experts who are readily available to handle questions and technical problems.

**Remote System Diagnostics** - If a system problem cannot be resolved through telephone support, and if requested by the customer, the Emerson support engineer can remotely log into the customer's system via modem to troubleshoot the problem. Emerson will then advise the customer of the corrective actions required to return the system to automatic control or normal operation. If it is determined that on-site assistance is required; a field service engineer can be dispatched to the customer site. The field service rate shall be the current published rate.

This service is available for those systems where a WEStation SS/SDS or Ovation system is presently installed. An analog telephone line is required and must be available for the modem connection.

**Internet Information Access** - Emerson will provide user ID's and passwords for access to the SureService Website. This site is specific for SureService Contract customers, as much of the content of the site is Emerson proprietary information. To obtain access to the SureService Website, go to [www.ovationusers.com](http://www.ovationusers.com) and click on "Apply for Web Access."

**Scheduled On-Site Service** - Emerson will provide a mutually agreed upon number of scheduled on-site service visits throughout the Contract year. Emerson will attempt to consistently provide the requested field engineer for scheduled maintenance. Scheduled On-Site Service visits must be used during the contract year or will be forfeited. Travel and living expenses will be billed at cost or can be priced in to the contract.

**Emergency/Priority On-site Service** - If a problem cannot be resolved through the telephone service, Emerson will dispatch a field engineer to the site to rectify the problem. Emerson will guarantee arrival of a field engineer to site within 24 hours of dispatch. Emerson will provide a mutually agreed upon number of emergency on-site service visits throughout the Contract year. Emergency On-Site Service visits must be used during the contract year or will be forfeited. All travel and living expenses will be billed at cost.

**On-Demand Scheduled On-Site Service** - On-Demand Scheduled On-Site Service days will require that they be purchased against a blanket PO starting with zero value. As days are purchased they will be charged at the designated rate against the blanket PO. Travel and living expenses will be billed at cost or can be priced in to the contract.

1-Jan-09

OEM Item: OEM  
PWS Manufactured Item: MFR

C - Current/Active/Maintained Product  
R - Retired Product  
O - Obsolete Product

Part Number	Description	Type	Status	List Price / Repair /		
				Spares	Exchange	24-Exchange
1661D83H03	Power Supply	OEM	R	n/a	\$4,800	\$5,050
1661D83H04	Power Supply 230V	OEM	R	n/a	\$4,800	\$5,050
1661D89G01	Multibus Power Supply	OEM	R	n/a	\$12,600	\$12,850
1661D89G02	Multibus Power Supply	OEM	R	n/a	\$12,600	\$12,850
1661D89G03	Multibus Power Supply	OEM	R	n/a	\$12,600	\$12,850
1661D89G04	Multibus Power Supply	OEM	R	n/a	\$12,600	\$12,850
1661D89G05	Multibus Power Supply	OEM	R	n/a	\$12,600	\$12,850
1661D89G06	Multibus Power Supply	OEM	R	n/a	\$12,600	\$12,850
1A89331G02	Relay Cabinet	MFR	C	\$13,455	n/a	n/a
1A90332G01	Consumables Kit	OEM	C	\$925	\$555	\$805
1A90332G02	Consumables Fuse Kit	OEM	C	\$655	\$395	\$645
1A90335G03	Cabinet RTD Temp Monitor	MFR	C	\$1,775	\$1,065	\$1,315
1A90335G26	Cabinet RTD Temp Monitor	MFR	C	\$2,010	\$1,205	\$1,455
1A90469G06	Data Highway Isolation Kit	MFR	R	\$2,670	\$1,600	\$1,850
1B30021G01	QLC G01 - RS232 - CE Mark	MFR	C	\$20,185	\$12,110	\$12,360
1B30021G02	QLC G01 - RS422 - CE Mark	MFR	C	\$20,185	\$12,110	\$12,360
1C31025G02	MRC Card for RIO	MFR	C	\$12,195	\$7,315	\$7,565
1C31025G03	MRC Card for RIO	MFR	C	\$12,195	\$7,315	\$7,565
1C31025G05	MRC Card for RIO	MFR	C	\$12,195	\$7,315	\$7,565
1C31025G06	MRC Card for RIO	MFR	C	\$12,195	\$7,315	\$7,565
1C31025G09	MRC Card for RIO	MFR	C	\$12,195	\$7,315	\$7,565
1C31051G01	Common half shell "A" termination assembly (right)	MFR	C	\$1,030	n/a	n/a
1C31051G02	Common half shell "A" termination assembly (left)	MFR	C	\$1,030	n/a	n/a
1D54416G01	WDPF DPU Power Supply Assembly	MFR	R	n/a	\$7,800	\$8,050
1D54458G01	WDPF Operator Keyboard 230V Assembly	MFR	R	\$22,410	\$13,445	\$13,695
1D54471G02	WDPF Operator Keyboard Sub-Assembly	MFR	R	\$5,790	\$3,475	\$3,725
1D54471G03	WDPF Operator Keyboard Sub-Assembly	MFR	R	\$5,790	\$3,475	\$3,725
1D54540G01	AC Distribution Panel	MFR	R	\$2,880	\$1,730	\$1,980
1D54544G01	Single 8 Card Frame	MFR	R	\$3,700	\$2,220	\$2,470
1D54561G02	LIM Interface Module	MFR	C	\$11,625	\$6,975	\$7,225
1D54574G02	Loop Interface Keyboard	MFR	R	\$1,535	\$920	\$1,170
1D54582G05	WDPF Power Supply 115V AC SW	MFR	R	\$22,770	\$13,660	\$13,910
1D54582G06	WDPF Power Supply 230C AC SW	MFR	R	\$22,770	\$13,660	\$13,910
1X00013G01	Ethernet Transceiver	OEM	C	\$460	n/a	n/a
1X00013H01	N Type "T" Tap	OEM	C	\$80	n/a	n/a
1X00163H01	13/25VAC I/O Power Supply	OEM	R	n/a	\$3,175	\$3,425
1X00163H02	13/48VAC I/O Power Supply	OEM	R	n/a	\$3,175	\$3,425
1X00163H03	13/25VDC I/O Power Supply	OEM	R	n/a	\$3,175	\$3,425
1X00163H04	13/48VDC I/O Power Supply	OEM	R	n/a	\$3,175	\$3,425
1X00185H01	PC BD, SUN XVR-100 GRAPHICS	OEM	C	\$670	n/a	n/a
1X00417H01	13/24 VAC WDPF I/O power supply	OEM	C	\$3,320	\$1,990	\$2,240
1X00417H03	13/24 VDC WDPF I/O power supply	OEM	C	\$3,320	\$1,990	\$2,240
2377C03G01	Digital input "B" half shell extension (left)	MFR	R	\$340	\$205	n/a
2377C03G02	Digital input "B" half shell extension (right)	MFR	R	\$330	\$200	n/a
2450D25G01	WDPF Door Fan Assembly	MFR	R	\$1,560	\$935	\$1,185
2450D25G03	Door Fan Assembly	MFR	R	\$1,560	\$935	\$1,185
2623D21G01	WDPF IOP PC Board	MFR	R	\$11,130	\$6,680	\$6,930
2623D21G04	WDPF IOP PC Board	MFR	R	\$10,865	\$6,520	\$6,770
2623D21G06	WDPF IOP PC Board	MFR	R	\$11,310	\$6,785	\$7,035
263C513G01	Fan Panel Assembly	MFR	R	\$5,735	\$3,440	\$3,690
2838A42G01	RPL	MFR	R	\$17,790	\$10,675	\$10,925
2840A13G01	QDI Board (Replaced by QID G01 with termination rewi	MFR	R	n/a	\$2,550	\$2,800
2840A13G02	QDI Board (Replaced by QID G02)	MFR	R	n/a	\$2,550	\$2,800
2840A13G04	QDI Board (Replaced by QID G04)	MFR	R	n/a	\$2,550	\$2,800
2840A13G06	QDI Board (Replaced by QID G06)	MFR	R	n/a	\$2,550	\$2,800
2840A13G07	QDI Board (Replaced by QID G07 with termination rewi	MFR	R	n/a	\$2,550	\$2,800
2840A13G08	QDI Board (Replaced by QID G08 with termination rewi	MFR	R	n/a	\$2,550	\$2,800
2840A13G09	QDI Board (Replaced by QID G09 with termination rewi	MFR	R	n/a	\$2,550	\$2,800
2840A17G01	QTO Board	MFR	C	\$5,120	\$3,070	\$3,320
2840A18G01	QRO G01 - Inductive	MFR	C	\$5,120	\$3,070	\$3,320
2840A18G02	QRO G02 - Inductive	MFR	C	\$5,120	\$3,070	\$3,320
2840A18G03	QRO G03 - Resistive	MFR	C	\$5,120	\$3,070	\$3,320
2840A18G04	QRO G01 - Resistive	MFR	R	\$5,735	\$3,440	\$3,690
2840A18G05	QRO G01 - Inductive (low leakage)	MFR	R	\$5,735	\$3,440	\$3,690
2840A19G01	QAI Board	MFR	C	\$17,480	\$10,490	\$10,740

2840A19G02	QAI Board - 50mV	MFR	C	\$17,480	\$10,490	\$10,740
2840A19G03	QAI Board	MFR	C	\$17,480	\$10,490	\$10,740
2840A19G04	QAI Board - 500mV	MFR	C	\$17,480	\$10,490	\$10,740
2840A19G05	QAI Board - +/-1V	MFR	C	\$17,480	\$10,490	\$10,740
2840A19G06	QAI Board - +/- 10V	MFR	C	\$17,480	\$10,490	\$10,740
2840A19G07	QAI Board - 20mV	MFR	C	\$17,480	\$10,490	\$10,740
2840A19G08	QAI Board - 50mV	MFR	C	\$17,480	\$10,490	\$10,740
2840A20G01	QTB G01 - 60 HZ	MFR	C	\$3,335	\$2,000	\$2,250
2840A20G02	QTB G02 - 50 HZ	MFR	C	\$3,335	\$2,000	\$2,250
2840A20G03	QTB G03 - 60 HZ	MFR	O	\$3,335	\$2,000	\$2,250
2840A20G04	QTB G04 - 50 HZ	MFR	C	\$3,335	\$2,000	\$2,250
2840A21G01	QAO G01 - 20 mA	MFR	C	\$5,760	\$3,455	\$3,705
2840A21G02	QAO G02 - 10V	MFR	C	\$5,760	\$3,455	\$3,705
2840A21G03	QAO G03 - +/-10V	MFR	C	\$5,760	\$3,455	\$3,705
2840A21G04	QAO G04 - 5V	MFR	C	\$5,760	\$3,455	\$3,705
2840A21G05	QAO G05 - +/-5V	MFR	C	\$5,760	\$3,455	\$3,705
2840A21G06	QAO G06 - +/-10V	MFR	C	\$5,760	\$3,455	\$3,705
2840A21G07	QAO G07 - 20mA	MFR	C	\$5,760	\$3,455	\$3,705
2840A21G08	QAO G08 - +/-10V	MFR	C	\$5,760	\$3,455	\$3,705
2840A33G04	QSP Board	MFR	R	n/a	\$3,000	\$3,250
2840A38G01	Q-Crate Backplane	MFR	R	\$2,360	\$1,415	\$1,665
2840A49G01	QEX Q-Line Extender	MFR	R	\$4,790	\$2,875	\$3,125
2840A75G01	QSC Board	MFR	R	\$16,165	\$9,700	\$9,950
2840A75G02	QSC Board	MFR	R	n/a	\$5,250	\$5,500
2840A78G01	QSD Board	MFR	C	\$14,030	\$8,420	\$8,670
2840A79G01	QBO G01 - Logic	MFR	C	\$3,195	\$1,915	\$2,165
2840A79G02	QBO G02 - 60VDC with Filters	MFR	C	\$3,195	\$1,915	\$2,165
2840A79G03	QBO G03 - 20VDC with Flash	MFR	C	\$3,195	\$1,915	\$2,165
2840A79G04	QBO G04 - Logic	MFR	C	\$3,195	\$1,915	\$2,165
2840A79G05	QBO G05 - 20VDC with Flash, Pull-up	MFR	R	\$3,335	\$2,000	\$2,250
2840A80G01	QBI G01 - 5VDC	MFR	R	\$2,200	\$1,320	\$1,570
2840A80G02	QBI G02 - 12VDC	MFR	R	\$2,290	\$1,375	\$1,625
2840A80G03	QBI G03 - 12VDC	MFR	R	\$2,290	\$1,375	\$1,625
2840A80G06	QBI G06 - 48VDC	MFR	R	\$2,290	\$1,375	\$1,625
2840A80G07	QBI G07 - 120VDC	MFR	R	\$2,290	\$1,375	\$1,625
2840A80G08	QBI G08 - 120VAC	MFR	R	\$2,290	\$1,375	\$1,625
2840A80G10	QBI G10 - 24VDC	MFR	R	\$2,290	\$1,375	\$1,625
2840A80G11	QBI G11 - 120VAC	MFR	R	\$2,290	\$1,375	\$1,625
2840A86G01	QAC Board	MFR	R	\$19,470	\$11,680	\$11,930
2840A86G02	QAC Board	MFR	R	\$19,470	\$11,680	\$11,930
2840A86G04	QAC Board	MFR	R	\$19,470	\$11,680	\$11,930
2840A86G05	QAC Board	MFR	R	\$19,470	\$11,680	\$11,930
2985B68G03	Data Highway Connection Panel	MFR	R	\$670	\$400	n/a
2D34347G05	24VDC Power Supply - 115V	MFR	R	\$19,885	\$11,930	\$12,180
2D34347G06	24VDC Power Supply - 230V	MFR	R	\$19,885	\$11,930	\$12,180
2D34347G07	48VDC Power Supply - 115V	MFR	R	\$19,885	\$11,930	\$12,180
2D34347G08	48VDC Power Supply - 230V	MFR	R	\$19,885	\$11,930	\$12,180
3A42873G01	Termination Cabinet Light	MFR	R	\$2,780	\$1,670	\$1,920
3A43019G02	13VDC Monitor Assembly	MFR	R	\$1,685	\$1,010	\$1,260
3A58919G12	Cable Assembly RTP - N Bulkhead	MFR	R	\$545	\$325	n/a
3A58939G15	Sun Keyboard with mouse	OEM	C	\$200	n/a	n/a
3A58953H12	SCSI Serial Port Expansion	OEM	R	\$1,925	\$1,155	\$1,405
3A58964H01	Ethernet Terminator (50 Ohm)	OEM	C	\$25	n/a	n/a
3A58976G18	WESTNET data highway cable (75 ohm) green	MFR	C	\$490	n/a	n/a
3A58977G18	WESNET data highway cable (75 ohm) yellow	MFR	C	\$490	n/a	n/a
3A58992H05	SUN monitor extender cable	OEM	R	n/a	n/a	n/a
3A59332G01	Remote I/O Enclosure	MFR	C	\$63,830	n/a	n/a
3A59332G02	Remote I/O Enclosure	MFR	C	\$63,830	n/a	n/a
3A59333G01	Remote I/O Enclosure	MFR	C	\$70,045	n/a	n/a
3A59337G01	24V Aux PS Kit	MFR	R	n/a	n/a	n/a
3A59340G01	Remote I/O Door	MFR	R	\$4,070	\$2,440	\$2,690
3A59344G05	Remote I/O Twisted-Pair Master	MFR	C	\$13,520	\$8,110	\$8,360
3A59344G06	Remote I/O Twisted-Pair Master (dual)	MFR	C	\$23,190	\$13,915	\$14,165
3A59345G06	Remote I/O Fiber Optic Master (dual)	MFR	C	\$29,110	\$17,465	\$17,715
3A59346G02	Remote I/O Node Kit - TP	MFR	C	\$10,310	\$6,185	\$6,435
3A59347G01	Remote I/O Node Kit - FO	MFR	C	\$27,225	\$16,335	\$16,585
3A59348G02	COT Clamshell for DPU	MFR	C	\$31,010	\$18,605	\$18,855
3A59349G11	Q-crate COT, 1 pair	MFR	C	\$29,030	\$17,420	\$17,670
3A59349G12	Q-crate COT, 2 pair	MFR	C	\$49,000	\$29,400	\$29,650
3A59355G01	Membrane Keyboard for PCH (115V desk)	MFR	C	\$12,455	\$7,475	\$7,725
3A59355G02	Membrane Keyboard for PCH (230V desk)	MFR	C	\$12,455	\$7,475	\$7,725

3A59356G01	Membrane Keyboard for PCH (115V recess)	MFR	C	\$12,455	\$7,475	\$7,725
3A59356G02	Membrane Keyboard for PCH (230V recess)	MFR	C	\$12,455	\$7,475	\$7,725
3A59534H01	VME Chassis P.S.	OEM	R	n/a	\$3,900	\$4,150
3A59546H01	SCSI Terminator	OEM	R	n/a	n/a	n/a
3A59559H02	12VDC Power Supply	OEM	R	\$915	\$550	\$800
3A59561H01	AT type battery	OEM	R	\$30	n/a	n/a
3A59581G01	MSE Board with Instruction Booklet	MFR	R	\$12,860	\$7,715	\$7,965
3A59582G01	MDM Board with Instruction Booklet	MFR	R	\$18,660	\$11,195	\$11,445
3A59582G02	MDM Board with Instruction Booklet	MFR	R	\$19,420	\$11,650	\$11,900
3A59596H05	Circuit Breaker	OEM	R	\$40	\$25	n/a
3A98645H01	Cable, 2TP22 AWG TO IBM 4716748	OEM	C	\$5	n/a	n/a
3A98658H06	Power cord 250VAC (IEC)	OEM	C	\$10	n/a	n/a
3A98658H07	Power cord	OEM	C	\$15	n/a	n/a
3A98658H08	AC power cable	OEM	C	\$25	n/a	n/a
3A98695G01	SUN SBUS Ethernet Controller Board Kit	OEM	R	\$1,100	\$660	\$910
3A98752G11	RIO Fiber Optic to 1 node	MFR	C	\$8,730	\$5,240	\$5,490
3A98752G12	RIO Fiber Optic to 2 nodes	MFR	C	\$18,250	\$10,950	\$11,200
3A98752G13	RIO Fiber Optic to 3 nodes	MFR	C	\$28,560	\$17,135	\$17,385
3A98752G14	RIO Fiber Optic to 4 nodes	MFR	C	\$38,055	\$22,835	\$23,085
3A98763H01	FO Cable - Green (per foot)	OEM	C	\$5	n/a	n/a
3A98764H01	FO Cable - Yellow (per foot)	OEM	C	\$5	n/a	n/a
3A98765H01	FO ST Connectors	OEM	C	\$20	n/a	n/a
3A98767H01	Rectifier	OEM	R	\$10	\$5	n/a
3A98816H05	Resistor - 500 Ohm	OEM	C	\$45	n/a	n/a
3A98816H06	Resistor - 1K Ohm	OEM	R	\$15	n/a	n/a
3A98816H14	Resistor - 50 Ohm	OEM	C	\$45	n/a	n/a
3A98816H15	Resistor - 10K Ohm	OEM	R	\$45	n/a	n/a
3A98816H18	Resistor - 10 Ohm	OEM	R	\$45	n/a	n/a
3A98816H21	Resistor - 4.75K Ohm	OEM	C	\$45	n/a	n/a
3A98826H01	Sun Trackball	OEM	C	\$295	\$175	n/a
3A98833H01	Sun SCCI Cable	OEM	C	\$155	n/a	n/a
3A98833H03	Sun SCSI Cable	OEM	C	\$180	n/a	n/a
3A98833H05	SCSI Cable between WEstation and optical drive	OEM	C	n/a	n/a	n/a
3A98833H12	Sun SCSI Cable	OEM	C	\$180	n/a	n/a
3A98833H17	SCSI Cable between optical drive and tape drive	OEM	C	\$160	n/a	n/a
3A98833H21	SCSI Cable	OEM	C	\$225	n/a	n/a
3A98833H24	SCSI Cable between tape drive and external 4.2 GB ha	OEM	C	\$180	n/a	n/a
3A98868H03	Optical Disk Drive	OEM	R	\$6,090	\$3,655	\$3,905
3A98868H04	Optical Disk Cartridge	OEM	R	\$455	\$275	n/a
3A98871H01	Engineer Keyboard (101 Keys)	OEM	R	\$340	\$205	n/a
3A98963G05	WEstation Operator Membrane Keyboard	MFR	C	\$14,095	\$8,455	\$8,705
3A98977G08	Power Distribution Assembly Kit	MFR	R	\$2,950	\$1,770	\$2,020
3A98981H01	N-BNC transition connector	OEM	R	n/a	n/a	n/a
3A99000H01	IEC Male plugs	OEM	C	\$15	n/a	n/a
3A99078H01	Flash PROMs	MFR	C	\$70	n/a	n/a
3A99088H01	RG11 Connector	OEM	R	\$30	\$20	n/a
3A99100G01	WDPF AVP Board	MFR	R	\$15,815	\$9,490	\$9,740
3A99101G01	QSR - 4DC LVDTs	MFR	C	\$24,725	\$14,835	\$15,085
3A99101G02	QSR - 2AC LVDTs	MFR	C	\$24,725	\$14,835	\$15,085
3A99108G01	QRS	MFR	R	\$18,895	\$11,335	\$11,585
3A99109G01	QRF - 4 wire RTD Input Amplifier	MFR	R	\$14,365	\$8,620	\$8,870
3A99114G01	QRD Module - 200 Ohm Platinum RTD	MFR	R	n/a	n/a	n/a
3A99114G02	QRD Module - 100 Ohm Platinum RTD	MFR	R	n/a	n/a	n/a
3A99114G03	QRD Module - 200 Ohm Platinum RTD	MFR	R	\$515	\$310	\$560
3A99114G04	QRD Module - 200 Ohm Platinum RTD	MFR	R	\$515	\$310	\$560
3A99118G01	QCA Board	MFR	R	\$22,955	\$13,775	\$14,025
3A99118G02	QCA Board	MFR	R	\$16,900	\$10,140	\$10,390
3A99125G02	COT Fiber Optic Repeater	MFR	C	\$13,310	\$7,985	\$8,235
3A99125G03	COT Fiber Optic Repeater	MFR	C	\$13,310	\$7,985	\$8,235
3A99229G01	PGI Card	MFR	C	\$3,740	\$2,245	\$2,495
3A99266G01	ROP Assembly	MFR	C	\$1,625	\$975	\$1,225
3A99401H01	Fan 12VDC	MFR	C	\$60	n/a	n/a
3A99403H01	Isolation Transformer 700VA	OEM	R	\$225	\$135	n/a
3A99418G03	AC Power cable	OEM	R	\$80	\$50	n/a
3A99419G12	Chassis ground cable (yellow/green) (thin)	MFR	R	\$95	\$55	n/a
3A99420G12	Chassis ground cable (yellow/green) (thick)	MFR	R	\$95	\$55	n/a
3A99443H01	+/- 15 VDC Power Supply	OEM	R	\$1,835	\$1,100	\$1,350
3A99537G02	WEstation to GHC Cable	MFR	C	\$495	n/a	n/a
3A99544G01	MBUS-QTB Power cable	MFR	C	\$50	n/a	n/a
3A99545G01	MBUS1 Ribbon cable	MFR	C	\$475	n/a	n/a
3A99546G01	Cross connect cable assy	MFR	C	\$75	n/a	n/a

3A99584G05	HP 5M Serial data cable	OEM	R	n/a	n/a	n/a
3A99592H01	SUN Ethernet cable	OEM	R	\$115	\$70	n/a
3A99597G02	TRC to QRC Cable	MFR	C	\$240	n/a	n/a
3A99597G03	TRC to QRC Cable	MFR	C	\$330	n/a	n/a
3A99661H01	Fan 12 VDC	MFR	C	\$85	n/a	n/a
3A99671H01	SBX 586 Card	OEM	R	\$3,125	\$1,875	\$2,125
3A99684H01	Ethernet Transceiver, BNC-Micro	OEM	R	\$110	\$65	n/a
3A99688H01	115V PS used in 1D54582G05	MFR	R	\$11,455	\$6,875	\$7,125
3A99695H01	Lithium Battery - MDX	MFR	C	\$35	n/a	n/a
3A99699G04	13VDC Power Supply	MFR	C	\$13,225	\$7,935	\$8,185
3A99699G05	13VDC Power Supply	MFR	R	\$16,345	\$9,805	\$10,055
3A99700G01	PS Ground Cable	MFR	C	\$130	n/a	n/a
3A99700G02	PS Ground Cable	MFR	C	\$130	n/a	n/a
3A99701G01	PS Ground Cable	MFR	C	\$115	n/a	n/a
3A99701G02	PS Ground Cable	MFR	C	\$115	n/a	n/a
3A99703G03	Q-Crate kit	MFR	C	\$2,730	\$1,640	\$1,890
3A99719G01	DPU Power Supply Replacement 115VAC	MFR	R	\$13,870	\$8,320	\$8,570
3A99722G01	Temp Sensor Bd - T/C Compensation	MFR	C	\$1,410	\$845	\$1,095
3A99722G02	Temp Sensor Bd - T/C Compensation	MFR	C	\$1,410	\$845	\$1,095
3A99722G03	Temp Sensor Bd - T/C Compensation	MFR	C	\$1,410	\$845	\$1,095
3A99722G04	Temp Sensor Bd - T/C Compensation	MFR	C	\$1,645	\$985	\$1,235
3A99722G05	Temp Sensor Bd - T/C Compensation	MFR	C	\$1,645	\$985	\$1,235
3A99722G06	Temp Sensor Bd - T/C Compensation	MFR	C	\$1,645	\$985	\$1,235
3A99746G01	MMI Power Supply Replacement Kit	OEM	R	\$6,620	\$3,970	\$4,220
3A99778G01	Sony 20" Monitor, Desktop	OEM	R	n/a	\$2,850	\$3,100
3A99778G02	Sony 20" Monitor, Desktop	OEM	R	n/a	\$2,850	\$3,100
3A99782H01	TGX Graphics Board	OEM	R	\$455	\$275	\$525
3A99782H02	TGX Graphics Board	MFR	R	\$1,680	\$1,010	\$1,260
3A99795G07	HP5200EX Optical Disk Drive (50-50)	OEM	R	n/a	\$4,236	\$4,486
3A99795G09	HP5200EX Optical Disk Drive (50-68)	OEM	R	\$6,120	\$3,670	\$3,920
3A99795G10	HP9100MX Optical Drive with 3ft DB50M Cable	OEM	R	\$5,070	\$3,040	\$3,290
3A99795G11	HP9100MX Optical Drive with 31in MiniD50M Cable	OEM	R	\$5,070	\$3,040	\$3,290
3A99795G12	HP9100MX Optical Drive with 3ft MiniD68M Cable	OEM	R	\$5,070	\$3,040	\$3,290
3A99795H15	Software driver tracer GD5-E-F	OEM	R	n/a	n/a	n/a
3A99795H18	HP5200EX Optical Disk Media	OEM	R	\$260	\$155	n/a
3A99795H24	HP9100MX Desktop SCSI Optical Drive	OEM	R	\$5,070	\$3,040	\$3,290
3A99795H25	9.1GB Optical Disk Media (4096Byte/Sector)	OEM	C	\$155	\$95	n/a
3A99795H27	Bakbone Software Driver ver277	OEM	C	\$725	n/a	n/a
3A99797H06	Printer ink cartridge cyan	OEM	R	\$70	n/a	n/a
3A99797H07	Printer ink cartridge magenta	OEM	R	\$70	n/a	n/a
3A99797H08	Printer ink cartridge yellow	OEM	C	\$70	n/a	n/a
3A99857G01	QHS-R 486 Analog - 56ACE	MFR	C	\$790	\$475	\$725
3A99857G02	QHS-L 486 Analog - 56ACE	MFR	C	\$790	\$475	\$725
3A99857G03	QHS-R 486 Analog - 56ACE	MFR	C	\$790	\$475	\$725
3A99857G04	QHS-L 486 Analog - 56ACE	MFR	C	\$790	\$475	\$725
3A99858G01	QHS-R 486 QAO & QAI - 56 ACE	MFR	C	\$855	\$515	\$765
3A99858G02	QHS-L 486 QAO & QAI - 56 ACE	MFR	C	\$855	\$515	\$765
3A99859G01	QHS-R 486 Digital - 56 ACE	MFR	C	\$550	\$330	\$580
3A99859G02	QHS-L 486 Digital - 56 ACE	MFR	C	\$550	\$330	\$580
3A99859G03	QHS-R 486 Digital - 56 ACE	MFR	C	\$550	\$330	\$580
3A99859G04	QHS-L 486 Digital - 56 ACE	MFR	C	\$550	\$330	\$580
3A99860G01	QHS(2) L & R 486 QAX - 56 ACE	MFR	C	\$770	\$460	\$710
3A99860G02	QHS(2) L & R 486 QAX - 56 ACE	MFR	C	\$770	\$460	\$710
3A99860G04	Halfshell Termination Assembly/Cable	MFR	C	\$1,210	\$725	\$975
3A99861G04	Halfshell Termination Assembly/Cable	MFR	C	\$635	\$380	n/a
3A99862G14	QCI/QSE front edge connector and cable to half shell	MFR	C	\$1,070	n/a	n/a
3A99863G14	QAW front edge connector and cable to half shell	MFR	C	\$845	n/a	n/a
3A99978G24	QTB AC power card edge connector	MFR	C	\$685	n/a	n/a
3A99988G01	Genicom 4840 Line Printer Kits, no cable	OEM	C	\$11,090	n/a	n/a
3A99988G02	Genicom 4840 Printer Kit, 25ft HF LL Cable	OEM	C	\$11,190	n/a	n/a
3A99988H01	Genicom 4840 Printer	OEM	C	\$9,875	n/a	n/a
3A99988H02	Ribbon Cartridge for Genicom 4840, Black	OEM	R	\$85	n/a	n/a
3A99989G01	Genicom 3850 Printer, no cable	OEM	R	n/a	n/a	n/a
3A99989G02	Genicom 3850 Printer, 25ft D25M-D25M cable	OEM	R	n/a	n/a	n/a
3A99989G03	Genicom 3850 Printer, w/stand, no cable	OEM	R	n/a	n/a	n/a
3A99989G04	Genicom 3850 Printer, w/stand, 25ft D25M-D25M Cable	OEM	R	n/a	n/a	n/a
3A99989G09	Genicom 3850 Printer, 26ft D9F-D25M cable	OEM	R	n/a	n/a	n/a
3A99989G10	Genicom 3850 Printer, w/stand, 26ft D9F-D25M cable	OEM	R	n/a	n/a	n/a
3A99989H03	Ribbon for Genicom 3480/3850, Color Kit	OEM	C	\$85	\$50	\$300
3A99989H06	Ribbon for Genicom 3480/3850, Color	OEM	R	\$85	\$50	\$300
3A99989H07	Ribbon for Genicom 3480/3850, Black	OEM	R	\$85	\$50	\$300

3A99989H13	Genicom 3850 Printer	OEM	C	\$2,295	\$1,375	\$1,625
3A99990H02	32MB for SPARC 5	OEM	R	\$340	\$205	n/a
3A99998H03	Solaris meida 2.6 operatin system software	OEM	C	\$240	n/a	n/a
3A99998H05	SW-Solaris	OEM	C	\$270	n/a	n/a
3D04057G01	T-Switch Assembly	MFR	R	\$2,870	\$1,720	\$1,970
3D04058H01	Keyboard - 84 Key Parallel Interface	OEM	R	\$2,500	\$1,500	\$1,750
3D04061G01	Operator Keyboard	MFR	R	n/a	\$8,100	\$8,350
3D04067G01	Fiber to Ethernet tranciever AC input Mod.	MFR	R	\$280	\$170	n/a
3D04106G04	WDPF Fiber Optic Repeater Box 115VAC	MFR	R	\$40,030	\$24,020	\$24,270
3D04106G05	WDPF Fiber Optic Repeater Box 230VAC	MFR	R	\$40,030	\$24,020	\$24,270
3D04106G06	WDPF Fiber Optic Repeater Box 115VAC	MFR	R	\$40,030	\$24,020	\$24,270
3D04106G07	WDPF Fiber Optic Repeater Box 230VAC	MFR	R	\$40,030	\$24,020	\$24,270
3D04109G01	WDPF SBX 351 I/O Module	MFR	C	\$7,130	\$4,280	\$4,530
3D04153G01	25M Disk w/Floppy	MFR	R	\$44,335	\$26,600	\$26,850
3D04153G02	25M Disk w/Floppy	MFR	R	\$44,335	\$26,600	\$26,850
3D04153G03	25M Disk Memory	MFR	R	\$43,980	\$26,390	\$26,640
3D04153G04	25M Disk Memory	MFR	R	\$43,980	\$26,390	\$26,640
3D04153G05	85M Disk Memory	MFR	R	\$43,985	\$26,390	\$26,640
3D04153G06	85M Disk Memory	MFR	R	\$43,985	\$26,390	\$26,640
3D04153G07	85M Disk w/Floppy	MFR	R	\$45,205	\$27,125	\$27,375
3D04153G08	85M Disk w/Floppy	MFR	R	\$45,205	\$27,125	\$27,375
3D16244H01	NEMA Cabinet 4 (2 door)	OEM	R	\$28,055	\$16,835	\$17,085
3D16556G02	Membrane Keypad	MFR	R	n/a	n/a	n/a
404A051H03	DH Connector "N" Series	OEM	C	\$25	n/a	n/a
404A051H04	Green ethernet cable N-type connector	OEM	C	\$15	n/a	n/a
404A091H04	Circuit Breaker 20A	OEM	R	\$10	\$5	n/a
404A145H02	Panel Lock	OEM	R	\$95	\$55	n/a
404A723G01	Qline extender assembly cable	MFR	C	\$695	n/a	n/a
404A724G01	QEX Extender Assembly	MFR	C	\$4,840	\$2,905	\$3,155
404A727H03	Power Supply	OEM	R	\$455	\$275	n/a
404A747G02	Kanban Keyswitch Cable Assembly	MFR	R	\$85	\$50	n/a
404A749G02	WDPF Operator Keyboard (version 2)	MFR	C	\$6,315	\$3,790	\$4,040
404A749G03	WDPF Operator Keyboard	MFR	C	\$6,315	\$3,790	\$4,040
404A756H01	EPRM - 2732A	OEM	R	\$10	\$5	n/a
404A790H27	20MB Disk	MFR	R	n/a	\$14,400	\$14,650
404A822H01	24V DEH Power Supply	OEM	R	\$4,825	\$2,895	\$3,145
404A835H01	Data Highway Terminator	OEM	C	\$15	n/a	n/a
404A965H01	Connector BNC tee	OEM	C	\$15	n/a	n/a
404A965H01	BNC tee connector	OEM	C	\$15	n/a	n/a
404A992H01	Flame Retardant Coax - RG11 (per foot)	OEM	R	\$5	n/a	n/a
405A318G01	Genicom Printer	OEM	R	n/a	\$8,500	\$8,750
405A357H11	24V-10A Power Supply	OEM	R	\$7,530	\$4,520	\$4,770
405A379H02	Lithium 'AA' Battery	OEM	C	\$25	n/a	n/a
405A398H01	Auto Transformer (230V to 115V)	OEM	R	\$455	\$275	n/a
405A416H01	EPRM - 27512	OEM	R	\$15	\$10	n/a
405A431G01	115VAC 5V/12V/-12V 200MW	MFR	R	n/a	\$5,030	\$5,280
405A438H02	Ethernet screw type N connectors	OEM	R	\$50	\$30	n/a
405A486G08	SLIM Cable (for 10 feet)	MFR	C	\$670	n/a	n/a
405A616H01	Coax Cable Assembly - 10ft	MFR	R	\$725	\$435	n/a
405A662G01	13 VDC I/O Power Supply - 115	MFR	C	\$5,700	\$3,420	\$3,670
405A662G02	13 VDC I/O Power Supply - 230	MFR	C	\$5,700	\$3,420	\$3,670
405A672H01	SBX-900 HS Graphic Controller	OEM	R	n/a	\$9,000	\$9,250
405A689G03	Disk Controller	OEM	R	\$4,825	\$2,895	\$3,145
405A689G04	Disk Controller	OEM	R	\$4,825	\$2,895	\$3,145
405A742G01	FOR Power Supply	OEM	R	\$1,235	\$740	\$990
405A742G02	FOR Power Supply	OEM	R	\$1,235	\$740	\$990
405A832H01	Trackball	OEM	R	\$1,145	\$685	\$935
405A832H02	Trackball - Flush	OEM	R	\$1,145	\$685	\$935
405A834G01	Touch Screen CRT	OEM	R	n/a	\$9,900	\$10,150
405A842H01	Power cord	OEM	R	\$10	\$5	n/a
405A856H01	13 VDC Power Supply - 125 VDC	OEM	R	\$18,740	\$11,245	\$11,495
405A857H01	Power Supply 125V	OEM	R	\$29,320	\$17,590	\$17,840
405A893H01	Floppy 5.25 Disk Drive	OEM	R	\$225	\$135	n/a
406A027H01	Relay 12 VDC	OEM	C	\$65	n/a	n/a
406A027H02	Relay - KHU - 24 VDC	OEM	C	\$35	n/a	n/a
406A027H03	Relay - KHU - 48 VDC	OEM	R	\$55	n/a	n/a
406A036H01	120 Nickel RTD	OEM	C	\$110	n/a	n/a
406A054H01	24 VDC Power Supply	OEM	R	\$19,315	\$11,590	\$11,840
406A057H02	EPRM - 27C010	OEM	C	\$10	n/a	n/a
406A066H01	WDPF Data Highway Cable Green	OEM	C	\$5	n/a	n/a
406A066H02	WDPF Data Highway Cable Yellow	OEM	C	\$5	n/a	n/a

406A070H01	Ethernet Highway Cable - Green (per foot)	MFR	C	\$5	n/a	n/a
406A070H02	Ethernet Highway Cable - Yellow (per foot)	MFR	R	\$5	n/a	n/a
406A124G01	20" Color Swivel	OEM	R	n/a	\$6,750	\$7,000
406A124G02	20" Touch Swivel	OEM	R	n/a	\$6,750	\$7,000
406A124G03	20" Color Swivel	OEM	R	n/a	\$6,750	\$7,000
406A124G04	20" Touch Swivel	OEM	R	n/a	\$6,750	\$7,000
406A124G05	20" Color Rack	OEM	R	n/a	\$6,750	\$7,000
406A124G06	20" Touch Rack	OEM	R	n/a	\$6,750	\$7,000
406A124G07	20" Color Rack	OEM	R	n/a	\$6,750	\$7,000
406A124G08	20" Touch Rack	OEM	R	n/a	\$6,750	\$7,000
406A124H02	20" Color CRT	OEM	R	n/a	\$6,750	\$7,000
406A167G13	QLC to IBM AT - Serial Cable	MFR	C	\$395	\$235	n/a
4256A01G01	QLC Serial Link Interface Card	MFR	C	\$13,300	\$7,980	\$8,230
4256A03G01	KBI PC Card - Keyboard	MFR	C	\$4,460	\$2,675	\$2,925
4256A03G02	KBI PC Card - Keyboard	MFR	C	\$4,460	\$2,675	\$2,925
4256A03G03	KBI PC - WES Keyboard	MFR	C	\$4,460	\$2,675	\$2,925
4256A03G04	KBI PC - WES Keyboard	MFR	C	\$4,460	\$2,675	\$2,925
4256A04G01	MCSM PC Card	MFR	R	\$10,950	\$6,570	\$6,820
4256A04G02	MCSM PC Card	MFR	R	\$10,680	\$6,410	\$6,660
4256A05G01	WDPF MHB Board	MFR	R	\$1,810	\$1,085	\$1,335
4256A06G01	WDPF SCOM Board	MFR	C	\$1,615	\$970	\$1,220
4256A06G02	WDPF SCOM Board	MFR	C	\$1,615	\$970	\$1,220
4256A07G02	WDPF MHR Card	MFR	R	\$21,380	\$12,830	\$13,080
4256A07G03	WDPF MHR Card	MFR	R	\$21,380	\$12,830	\$13,080
4256A08G01	Remote Tap Interface Board	MFR	R	\$10,060	\$6,035	\$6,285
4256A08G02	Remote Tap Interface Board	MFR	R	\$10,060	\$6,035	\$6,285
4256A08G03	Remote Tap Interface Board	MFR	R	\$10,060	\$6,035	\$6,285
4256A10G01	MSX PC Card	MFR	R	\$13,290	\$7,975	\$8,225
4256A11G02	SUN Hwy Interface	MFR	R	\$34,770	\$20,860	\$21,110
4256A15G01	QDC G01 - 24 VDC/AC	MFR	R	\$7,750	\$4,650	\$4,900
4256A15G02	QDC G02 - 48 VDC/AC	MFR	R	\$7,750	\$4,650	\$4,900
4256A15G03	QDC G03 - 120 VDC/AC	MFR	R	\$7,750	\$4,650	\$4,900
4256A25G01	MRC PC Card	MFR	C	\$10,875	\$6,525	\$6,775
4256A25G02	MRC CARD	MFR	C	\$10,875	\$6,525	\$6,775
4256A25G92	MRC PC Card	MFR	C	\$10,875	\$6,525	\$6,775
4256A26G01	QRC PC Card	MFR	C	\$9,185	\$5,510	\$5,760
4256A36G01	QDT Daughter Board	MFR	R	\$1,685	\$1,010	\$1,260
4256A41G01	SBC 386 Board	MFR	R	\$26,665	\$16,000	\$16,250
4256A41G02	SBC 272 Board	MFR	R	\$29,915	\$17,950	\$18,200
4256A51G01	QFR PC Card	MFR	R	\$7,000	\$4,200	\$4,450
4256A57G01	WPM Power Monitor	MFR	R	\$5,210	\$3,125	\$3,375
4256A58G01	WDPF TFR Board	MFR	R	\$3,120	\$1,870	\$2,120
4256A59G01	WPQ Quick Disconnect Card	MFR	R	\$670	\$400	\$650
4256A64G01	QAX G01 - 20 mV	MFR	C	\$12,500	\$7,500	\$7,750
4256A64G02	QAX G02 - 50 mV	MFR	C	\$12,500	\$7,500	\$7,750
4256A64G03	QAX G03 - 100 mV	MFR	C	\$12,500	\$7,500	\$7,750
4256A64G04	QAX G04 - 1V	MFR	C	\$12,500	\$7,500	\$7,750
4256A64G05	QAX G05 - 5V	MFR	C	\$12,500	\$7,500	\$7,750
4256A64G06	QAX G06 - 10V	MFR	C	\$12,500	\$7,500	\$7,750
4256A65G01	QAX Daughter Board - 20 mV	MFR	R	\$265	\$160	\$410
4256A65G02	QAX Daughter Board - 50 mV	MFR	C	\$265	\$160	\$410
4256A65G05	QAX Daughter Board - 10V	MFR	C	\$265	\$160	\$410
4256A66G01	DPU Backplane	MFR	R	\$5,905	\$3,545	\$3,795
4256A69G01	WDPF SLIM Board	MFR	C	\$1,825	\$1,095	\$1,345
4256A70G01	SLIM Display Board	MFR	C	\$1,380	\$830	\$1,080
4256A76G01	QST G01 - 4 to 20 mA	MFR	C	\$13,510	\$8,105	\$8,355
4256A76G02	QST G02 - 4 to 20 mA Ext Volts	MFR	C	\$13,510	\$8,105	\$8,355
4256A77G01	WDPF SST Board	MFR	R	\$5,470	\$3,280	\$3,530
4256A80G01	SII INCOM NETWORK DAUGHTER	MFR	R	\$5,015	\$3,010	\$3,260
4256A83G01	QIC PC Card	MFR	C	\$8,360	\$5,015	\$5,265
4256A84G01	QID G01 - 5VDC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G02	QID G02 - 24 VDC/AC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G03	QID G03 - 24 VDC/AC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G04	QID G04 - 48 VDC/AC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G05	QID G05 - 48 VDC/AC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G06	QID G06 - 120 VDC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G07	QID G07 - 120 VDC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G08	QID G08 - 12 VDC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G09	QID G09 - 12 VDC/AC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G10	QID G10 - 48 VDC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G11	QID G11 - 120 VAC	MFR	C	\$3,645	\$2,185	\$2,435

4256A84G12	QID G12 - 120 VAC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G13	QID G13 - 220 VAC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G14	QID G14 - 220 VAC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G15	QID G15 - 220 VDC	MFR	C	\$3,645	\$2,185	\$2,435
4256A84G16	QID G16 - 220 VDC	MFR	R	\$4,200	\$2,520	\$2,770
4256A86G01	QAXT PC Card	MFR	C	\$760	\$455	\$705
4256A88G04	MDX PC Card - DPU v.8.5	MFR	C	\$8,230	\$4,940	\$5,190
4256A90G01	SIG PC Card	MFR	C	\$5,110	\$3,065	\$3,315
4256A90G02	SIG PC Card	MFR	R	\$5,335	\$3,200	\$3,450
4256A91G02	GHC Hwy Card	MFR	C	\$19,150	\$11,490	\$11,740
4256A91G03	GHC Hwy Card	MFR	C	\$19,150	\$11,490	\$11,740
4256A93G01	IGI PC Card	MFR	R	\$5,830	\$3,500	\$3,750
4256A94G01	QVP - LVDT 80 Ohm	MFR	C	\$14,030	\$8,420	\$8,670
4256A94G02	QVP - LVDT 280 Ohm	MFR	C	\$14,030	\$8,420	\$8,670
4256A94G03	QVP - 4-20mA 80 Ohm	MFR	C	\$14,030	\$8,420	\$8,670
4256A94G04	QVP - 4-20mA 280 Ohm	MFR	C	\$14,030	\$8,420	\$8,670
4256A96G01	SCPS PC Card	MFR	R	\$4,110	\$2,465	\$2,715
4256A96G02	SCPS PC Card	MFR	R	\$4,110	\$2,465	\$2,715
4256A97G01	Backplane - 486 DPU	MFR	C	\$2,885	\$1,730	\$1,980
4256A98G01	WDPF MXE Board	MFR	R	\$6,610	\$3,965	\$4,215
4256A99G02	DIOB:4DIOB1 Backplane Assembly	MFR	C	\$1,030	\$620	\$870
4257A58H01	0.5A Fuse	OEM	C	\$5	n/a	n/a
4257A58H03	2A Fuse	OEM	C	\$5	n/a	n/a
4257A58H04	QCI CARD .75A FUSE	OEM	C	\$5	n/a	n/a
4257A58H06	QSE CARD 3A FUSE	OEM	C	\$5	n/a	n/a
4257A58H11	1.5A FUSE	OEM	C	\$5	n/a	n/a
4620B91G03	MVP COM..	MFR	R	\$42,740	\$25,645	\$25,895
4626B58G03	MVP COM..	MFR	R	\$42,740	\$25,645	\$25,895
4960A71H05	Relay - KUEP	OEM	C	\$10	n/a	n/a
4960A71H16	Relay - KUEP	OEM	C	\$20	n/a	n/a
4A00039G01	28.8/33.6KB External Modem	OEM	C	\$250	n/a	n/a
4A00081H01	Disk Drive 85MB, 5.25"	MFR	R	\$12,895	\$7,735	\$7,985
4A00082H03	Printer ink cartidge black HP 1600CM	OEM	C	\$145	n/a	n/a
4A00090G02	4mm SCSI Tape Drive	OEM	C	\$2,195	n/a	n/a
4A00090G20	18.2GB SCSI Disk Drive	OEM	R	n/a	n/a	n/a
4A00090G22	36.4 GB SCSI Disk Drive	OEM	C	\$2,865	n/a	n/a
4A00090H42	Hard disk 18.2GB SCSI (external)	OEM	R	n/a	n/a	n/a
4A00138G01	PCH Desktop Highway Interface Kit	MFR	R	\$46,330	\$27,800	\$28,050
4A00167H01	Resistor - 250 Ohm	OEM	C	\$10	n/a	n/a
4A02729G18	Power supply monitoring cable	MFR	C	\$15	n/a	n/a
4A04132G14	Cable 56ACE/36AFS 18/C 18 AWG	MFR	C	\$1,180	\$710	\$960
4A04135G24	Cable 56ACE to Cut End 6IS18	MFR	C	\$380	\$230	n/a
4A04183G02	Q-Crate Mounting Frame	MFR	C	\$5,165	n/a	n/a
4A05323G01	13 VDC Monitor Assembly	MFR	C	\$2,010	\$1,205	\$1,455
4A05324G18	Cable assembly	MFR	C	\$155	n/a	n/a
4A06727G04	EPROM	OEM	R	\$130	\$80	n/a
4A06727G12	EPROM Kit - 4 MEG	OEM	C	\$140	n/a	n/a
4A06727G13	EPROM Kit - 4 MEG	OEM	C	\$260	n/a	n/a
4D04114G02	15V Power Supply	MFR	R	\$31,810	\$19,085	\$19,335
4D04914G02	Switch Panel	MFR	R	\$15,100	\$9,060	\$9,310
4D04962G02	Power Supply	MFR	R	\$18,540	\$11,125	\$11,375
4D33613G01	Multibus Power Supply	MFR	R	\$24,510	\$14,705	\$14,955
4D33613G02	Multibus Power Supply	MFR	R	\$24,510	\$14,705	\$14,955
4D33619G03	Power Supply	MFR	R	\$15,470	\$9,280	\$9,530
4D33619G04	Power Supply	MFR	R	\$15,470	\$9,280	\$9,530
4D33631G03	Halfshell Mounting Channel	OEM	R	\$25	\$15	n/a
4D33644G01	Membrane Keyboard	MFR	C	\$16,955	\$10,175	\$10,425
4D33644G02	Membrane Keyboard	MFR	C	\$16,955	\$10,175	\$10,425
4D33644G05	Membrane Desktop	MFR	C	\$16,955	\$10,175	\$10,425
4D33644G06	Membrane Desktop	MFR	C	\$16,955	\$10,175	\$10,425
4D33645G01	Membrane Recess	MFR	C	\$16,955	\$10,175	\$10,425
4D33645G02	Membrane Recess	MFR	C	\$16,955	\$10,175	\$10,425
4D33645G03	Membrane w/LED's	MFR	C	\$18,245	\$10,945	\$11,195
4D33646G05	MHC Case Assembly	MFR	R	\$18,245	\$10,945	\$11,195
4D33646G06	MHC Case Assembly	MFR	C	\$18,245	\$10,945	\$11,195
4D33646G07	MHC Case Assembly	MFR	C	\$18,245	\$10,945	\$11,195
4D33646G08	MHC Case Assembly	MFR	C	\$18,245	\$10,945	\$11,195
4D33646G09	MHC Case Assembly	MFR	C	\$18,245	\$10,945	\$11,195
4D33646G10	MHC Case Assembly	MFR	C	\$18,245	\$10,945	\$11,195
4D33710G01	Power Supply	MFR	R	\$23,830	\$14,300	\$14,550
4D33711G01	RIO Wall Box Power Supply	MFR	C	\$11,150	\$6,690	\$6,940

4D33711G02	24 VDC Power Supply RIO Box	MFR	C	\$7,065	\$4,240	\$4,490
4D33711G03	48 VDC Power Supply RIO Box	MFR	C	\$7,065	\$4,240	\$4,490
4D33730G01	TRC Pnl Assy - RIO	MFR	C	\$2,605	\$1,565	\$1,815
4D33730G02	TRC Pnl Assy - RIO	MFR	C	\$4,680	\$2,810	\$3,060
4D33730G03	TRC Pnl Assy - RIO	MFR	C	\$2,595	\$1,555	\$1,805
4D33741G01	SLIM Multi-Loop Controller	MFR	C	\$9,630	\$5,780	\$6,030
4D33741G02	SLIM - Control Only	MFR	C	\$7,330	\$4,400	\$4,650
4D33743G01	12 VDC SLIM Power Supply	MFR	C	\$12,100	\$7,260	\$7,510
4D33743G02	12 VDC SLIM Power Supply	MFR	C	\$13,315	\$7,990	\$8,240
4D33755G01	DPU Power Supply	MFR	C	\$8,535	\$5,120	\$5,370
4D33755G02	DPU Power Supply	MFR	C	\$11,560	\$6,935	\$7,185
4D33755G03	DPU Power Supply Assembly 486	MFR	C	\$8,390	\$5,035	\$5,285
4D33755G04	DPU Power Supply Assembly 486	MFR	C	\$8,390	\$5,035	\$5,285
4D33764G01	TFR Panel RIO Box	MFR	C	\$9,885	\$5,930	\$6,180
4D33799G01	Enhanced B-Cabinet Assembly	MFR	C	\$4,035	n/a	n/a
4D33799G04	Enhanced B-Cabinet Assembly	MFR	C	\$6,950	n/a	n/a
4D33811G02	GHC Enclosure Assembly	MFR	C	\$31,150	\$18,690	\$18,940
4D33856G02	Quad Door Assembly	MFR	C	\$2,605	\$1,565	\$1,815
4D33857G01	Door fan kit	MFR	C	\$535	n/a	n/a
4D33857G09	Door Fan	MFR	C	\$810	n/a	n/a
4D33865G01	24 VDC PS Module Assembly - 1 Out	MFR	C	\$11,145	\$6,685	\$6,935
4D33865G02	48 VDC PS Module Assembly - 1 Out	MFR	C	\$12,820	\$7,690	\$7,940
4D33865G03	24 VDC PS Module Assembly - 2 Out	MFR	C	\$19,750	\$11,850	\$12,100
4D33865G04	24/48 VDC PS Module Assembly - 1 Out	MFR	C	\$19,750	\$11,850	\$12,100
4D33865G05	48 VDC PS Module Assembly - 2 Out	MFR	C	\$19,750	\$11,850	\$12,100
4D33913G01	13 VDC PS Module Assy - DAPS - AC (Replaced by 1X	MFR	R	n/a	\$2,285	\$2,535
4D33913G02	13/24 VDC PS Module Assy - DAPS - AC (Replaced by	MFR	R	n/a	\$2,285	\$2,535
4D33913G03	13/48 VDC PS Module Assy - DAPS - AC (Replaced by	MFR	R	n/a	\$2,285	\$2,535
4D33913G04	13 VDC PS Module Assy - DAPS - DC (Replaced by 1X	MFR	R	n/a	\$2,285	\$2,535
4D33913G05	13/24 VDC PS Module Assy - DAPS - DC (Replaced by	MFR	R	n/a	\$2,285	\$2,535
4D33913G06	13/48 VDC PS Module Assy - DAPS - DC (Replaced by	MFR	R	n/a	\$2,285	\$2,535
4D33914G02	I/O PS Rack	MFR	C	\$6,295	n/a	n/a
4D33915G01	DPU Cabinet Assembly	MFR	C	\$48,890	n/a	n/a
4D33915G02	DPU Cabinet Assembly	MFR	C	\$48,890	n/a	n/a
4D33915G03	DPU Cabinet Assembly	MFR	C	\$48,890	n/a	n/a
4D33915G04	DPU Cabinet Assembly	MFR	C	\$48,890	n/a	n/a
4D33915G05	DPU Cabinet Assembly	MFR	C	\$48,890	n/a	n/a
4D33915G06	DPU Cabinet Assembly	MFR	C	\$48,890	n/a	n/a
4D33915G07	DPU Cabinet Assembly	MFR	C	\$23,695	n/a	n/a
4D33915G08	DPU Cabinet Assembly	MFR	C	\$23,695	n/a	n/a
4D33915G09	DPU Cabinet Assembly	MFR	C	\$23,695	n/a	n/a
4D33916G01	DPU PS Assy 486 - MEPS	MFR	C	\$3,495	\$2,095	\$2,345
4D33924G01	TND Transition Assembly	MFR	C	\$1,045	\$625	\$875
582A24G01	Power Supply	MFR	R	n/a	\$12,295	\$12,545
5870C46G01	Halfshell Extension Assembly - L XMTR Pwr	MFR	C	\$1,345	\$805	\$1,055
5870C46G02	Halfshell Extension Assembly - R XMTR Pwr	MFR	C	\$1,345	\$805	\$1,055
5998C45A01	Cabinet Side Panel	MFR	C	\$830	n/a	n/a
5999C39G06	Halfshell Extension Assembly	MFR	C	\$175	n/a	n/a
5999C40G01	Halfshell Extension Assembly	MFR	C	\$545	n/a	n/a
5999C40G02	Halfshell Extension Assembly	MFR	C	\$545	n/a	n/a
5999C40G10	Halfshell Extension Assembly	MFR	C	\$2,560	n/a	n/a
5999C41G02	Halfshell Extension Assembly	MFR	C	\$850	n/a	n/a
5999C42G01	Halfshell Extension Assembly - R fused(1)	MFR	C	\$530	n/a	n/a
5999C42G02	Halfshell Extension Assembly - L fused(1)	MFR	C	\$530	n/a	n/a
5A22254G22	Cable Assembly 56A(2)-25P-D 18 AWG	MFR	R	\$2,005	\$1,205	\$1,455
5A22401G01	DIN Termination Assembly/Cable	MFR	C	\$2,820	n/a	n/a
5A22403G01	DIN Termination Assembly/Cable	MFR	C	\$1,250	n/a	n/a
5A22403G02	DIN Termination Assembly/Cable	MFR	C	\$1,250	n/a	n/a
5A22403G03	DIN Termination Assembly/Cable	MFR	C	\$1,250	n/a	n/a
5A22403G04	DIN Termination Assembly/Cable	MFR	C	\$1,825	n/a	n/a
5A22404G01	DIN Termination Assembly/Cable	MFR	C	\$1,025	n/a	n/a
5A22404G05	DIN Termination Assembly/Cable	MFR	C	\$1,575	n/a	n/a
5A22404G07	DIN Termination Assembly/Cable	MFR	C	\$1,835	n/a	n/a
5A22404G09	DIN Termination Assembly/Cable	MFR	C	\$2,370	n/a	n/a
5A22405G02	DIN Termination Assembly/Cable	MFR	C	\$5,190	n/a	n/a
5A22406G01	DIN Termination Assembly/Cable	MFR	C	\$620	n/a	n/a
5A22408G01	DIN Termination Assembly/Cable	MFR	C	\$1,470	n/a	n/a
5A22409G01	DIN Termination Assembly/Cable	MFR	C	\$1,600	n/a	n/a
5A22412G01	Form C, KUEP, 16 fuses (for DIN assembly)	MFR	C	\$5,110	\$3,065	n/a
5A22412G02	Form X, KUEP, 16 fuses (for DIN assembly)	MFR	C	\$5,110	\$3,065	n/a
5A22419G02	Ethernet coaxial cable (50 OHM)	MFR	R	\$230	\$140	n/a

5A22523G01	85MB, 5.25" Formatted for HDR/HSR	MFR	R	\$19,840	\$11,905	\$12,155
5A22524G01	Single DPU without I/O Power Supplies	MFR	C	\$44,110	n/a	n/a
5A22524G02	Redundant DPU without I/O Power Supply	MFR	C	\$77,545	n/a	n/a
5A22587G01	Desk Assembly	MFR	C	\$9,455	n/a	n/a
5A22588G01	Stand Assembly	MFR	C	\$8,085	n/a	n/a
5A22696H01	Cabinet Light Assembly	OEM	R	\$130	\$80	n/a
5A22696H02	Cabinet Door Switch	MFR	C	\$215	n/a	n/a
5A23306H04	SW-Oracle 8-Version 8.0.5 CD	OEM	C	\$4,720	n/a	n/a
5A23307H03	SW-Control builder 2.0/AutoCAD R13 CD/LIC	OEM	C	\$4,500	n/a	n/a
5A23307H05	SW-Applix license 4.1	OEM	C	\$1,130	n/a	n/a
5A23307H09	SW-ODBC 1.1 CD	OEM	C	\$8,800	n/a	n/a
5A23307H10	SW-ODBC 1.1 Client CD	OEM	C	\$310	n/a	n/a
5A23307H15	SW-SUN workstation PROF C/SPARC 5.0 WPC	OEM	C	\$4,910	n/a	n/a
5A23307H16	SW-SUN workstation Fortran compiler WSC	OEM	C	\$2,540	n/a	n/a
5A23307H21	SW-Oracle 7 software license	OEM	C	\$3,100	n/a	n/a
5A23307H22	SW-Applix license transfer	OEM	R	n/a	n/a	n/a
5A23309H06	SW-Syncsort backup express CD 2.1 1D	OEM	R	n/a	n/a	n/a
5A23309H10	SW-Seagate crystal reports S/W	OEM	R	\$635	n/a	n/a
5A23309H15	SW-Syncsort backup express CD 2.1 2D	OEM	R	\$1,485	\$890	\$1,140
5A23736G01	486 MEPS/DAPS Single DPU Upgrade Kit	MFR	C	\$55,885	n/a	n/a
5A23736G02	486 MEPS/DAPS Redundant DPU Upgrade Kit	MFR	C	\$84,575	n/a	n/a
5A26316G01	PCB List	MFR	C	\$15,465	n/a	n/a
5A26316G02	PCB List	MFR	C	\$32,280	n/a	n/a
5A26355H06	SW-HDS net operating system for enterprise CDROM	OEM	R	\$120	n/a	n/a
5A26362G01	486 DPU Single	MFR	C	\$12,645	n/a	n/a
5A26362G02	486 DPU Redundant	MFR	C	\$23,160	n/a	n/a
5A26397G02	GHC Desktop Highway Interface Kit	MFR	C	\$31,265	\$18,760	\$19,010
5A26422G01	DAPS - 24VDC	MFR	C	\$24,225	\$14,535	\$14,785
5A26422G02	DAPS - 48VDC	MFR	C	\$25,300	\$15,180	\$15,430
5A26430G06	Sun Ultra 5	OEM	R	n/a	\$5,100	\$5,350
5A26430H01	Ultra 5	OEM	R	n/a	\$5,100	\$5,350
5A26430H04	Internal 3.5" Floppy Drive for Ultra 5/10	OEM	R	\$225	\$135	\$385
5A26430H11	Internal 32x CD-ROM for Ultra 5/10	OEM	R	\$355	\$205	\$455
5A26430H12	Internal 9.0GB Hard Drive for Ultra 5/10	OEM	R	\$455	\$275	\$525
5A26430H15	128MB RAM Expansion (Ultra 5)	OEM	R	\$235	n/a	n/a
5A26430H16	256M RAM	OEM	C	325	n/a	n/a
5A26430H20	Internal 20GB Hard Drive for Ultra 5/10	OEM	R	\$595	n/a	n/a
5A26431G04	Sun Ultra 10	OEM	R	\$8,410	\$5,045	\$5,295
5A26433H01	PCI Bus SCSI Adapter	OEM	C	\$1,400	\$840	\$1,090
5A26434H02	PCI PGX32 Graphics Card	OEM	R	n/a	n/a	n/a
5A26434H04	PCI PGX64 Graphics Card (Replaced by 1X00185H01)	OEM	R	n/a	n/a	n/a
5A26435G05	Sun Ultra 60	OEM	R	\$26,215	\$15,730	\$15,980
5A26435H02	64MB RAM Expansion (Ultra 60)	OEM	R	\$685	\$410	\$660
5A26435H03	128MB RAM Expansion (Ultra 60)	OEM	R	\$1,145	\$685	\$935
5A26435H04	256MB RAM Expansion (Ultra 60)	OEM	R	1,075	n/a	n/a
5A26438G06	HP5000 LaserJet Printer	OEM	R	n/a	n/a	n/a
5A26438H01	HP5000 LaserJet Printer	OEM	R	n/a	n/a	n/a
5A26438H04	Toner Cartridge for HP5000/5100 Printer	OEM	C	\$300	n/a	n/a
5A26453G01	Ethernet Media Converter	OEM	C	\$430	n/a	n/a
5A26477G01	HP2500CM Color InkJet Printer	OEM	R	n/a	n/a	n/a
5A26477H02	Ink Cartridge for HP2500CM - Black	OEM	C	\$65	n/a	n/a
5A26477H03	Ink Cartridge for HP2500CM - Cyan	OEM	C	\$65	n/a	n/a
5A26477H04	Ink Cartridge for HP2500CM - Yellow	OEM	C	\$65	n/a	n/a
5A26477H05	Ink Cartridge for HP2500CM - Magenta	OEM	C	\$65	n/a	n/a
5D32078G01	CPU Assembly Adapter	MFR	R	\$73,405	\$44,045	\$44,295
5D32123G02	AC distribution panel assembly	MFR	C	\$5,140	n/a	n/a
5D32140G01	125VDC/24VDC power supply	MFR	R	\$83,455	\$50,075	\$50,325
5D32149G01	DPU Chassis (MDX) Assembly	MFR	C	\$5,010	\$3,005	\$3,255
5D32188G01	Single Field Mount Controller	MFR	C	\$95,400	\$57,240	\$57,490
5D32188G02	Redundant Field Mount Controller	MFR	C	\$124,170	\$74,500	\$74,750
5D32191G01	DPU Power Supply Assembly 486	MFR	C	\$11,240	\$6,745	\$6,995
5D32191G02	DPU Power Supply Assembly 486	MFR	C	\$11,240	\$6,745	\$6,995
5D32221G01	Q-crate modification for COT	MFR	C	\$1,160	n/a	n/a
5D92830G01	Form C, KUEP, 16 fuses (for H/S assembly)	MFR	C	\$8,655	n/a	n/a
5D92831G01	5A, 250VDC, 16 fuses (for H/S assembly)	MFR	C	\$18,845	n/a	n/a
5X00005G03	HP Color Laserjet 4550N	OEM	R	\$6,205	\$3,725	\$3,975
5X00005G04	HP Color Laserjet 4550N	OEM	R	\$6,205	\$3,725	\$3,975
5X00005H03	Toner Cartridge for HP4500/4550, Black	OEM	C	\$150	n/a	n/a
5X00005H04	Toner Cartridge for HP4500/4550, Cyan	OEM	C	\$200	n/a	n/a
5X00005H05	Toner Cartridge for HP4500/4550, Magenta	OEM	C	\$200	n/a	n/a
5X00005H06	Toner Cartridge for HP4500/4550, Yellow	OEM	C	\$200	n/a	n/a

5X00005H11	HP Color Laserjet 4550N Printer, 115VAC	OEM	R	n/a	n/a	n/a
5X00005H12	HP Color Laserjet 4550N Printer, 230VAC	OEM	R	n/a	n/a	n/a
5X00054G01	48 VDC Power Supply - 115/230	OEM	C	5,700	n/a	n/a
5X00064G01	22" X-Terminal	OEM	R	\$2,770	n/a	n/a
5X00077G01	22" NEC Monitor w/6ft SVGA Cable	OEM	R	n/a	n/a	n/a
5X00077G02	22" NEC Monitor w/15ft Cable & BNC Connectors	OEM	R	n/a	n/a	n/a
5X00115G01	HP2600DN Inkjet Printer, 3m 36M-DB25M Cable	OEM	C	\$2,710	n/a	n/a
5X00115G02	HP2600DN Inkjet Printer, no cable	OEM	C	\$2,710	n/a	n/a
5X00115H01	HP2600DN Inkjet Printer	OEM	C	\$2,355	n/a	n/a
5X00115H03	Ink Cartridge for HP2600DN, Cyan	OEM	C	\$65	n/a	n/a
5X00115H04	Ink Cartridge for HP2600DN, Magenta	OEM	C	\$65	n/a	n/a
5X00115H05	Ink Cartridge for HP2600DN, Yellow	OEM	C	\$65	n/a	n/a
5X00115H06	Printhead for HP2600DN, Black	OEM	C	\$65	n/a	n/a
5X00115H07	Printhead for HP2600DN, Cyan	OEM	C	\$65	n/a	n/a
5X00115H08	Printhead for HP2600DN, Magenta	OEM	C	\$65	n/a	n/a
5X00115H09	Printhead for HP2600DN, Yellow	OEM	C	\$65	n/a	n/a
5X00117G01	Blade 100 with Keyboard	OEM	R	n/a	n/a	n/a
5X00117H01	Blade 100, 500Hz, 256MB RAM, PGX64, 20GB Disk, 3.	OEM	R	n/a	n/a	n/a
5X00117H02	UNIX (US) USB Type 6 Keyboard & Mouse	OEM	C	\$95	n/a	n/a
5X00117H03	US USB Type 6 Keyboard & Mouse	OEM	C	\$95	n/a	n/a
5X00117H04	256MB DRAM Expansion For Sun Blade 100	OEM	C	\$450	n/a	n/a
5X00117H06	Hard Disk 20GB EIDE for Sun Blade 100	OEM	C	\$555	n/a	n/a
5X00124G01	HP Laserjet 5100 Printer Kit, 115VAC, US Power Cord	OEM	C	\$3,875	n/a	n/a
5X00124G02	HP Laserjet 5100 Printer Kit, 230VAC	OEM	C	\$3,875	n/a	n/a
5X00124G03	HP Laserjet 5100 Printer Kit, 115VAC	OEM	C	\$3,875	n/a	n/a
5X00124H01	HP Laserjet 5100 Printer 115VAC	OEM	C	\$2,835	n/a	n/a
5X00124H02	HP Laserjet 5100 Printer 230VAC	OEM	R	\$2,965	n/a	n/a
5X00124H03	Internal Jetdirect 615N EIO Printer Server Card	OEM	C	\$600	n/a	n/a
5X00125G01	HP Color Laserjet 4600 Printer Kit, 115VAC	OEM	C	\$4,830	n/a	n/a
5X00125G02	HP Color Laserjet 4600 Printer Kit, 230VAC	OEM	C	\$4,830	n/a	n/a
5X00125H01	HP Color Laserjet 4600 Printer, 115VAC	OEM	C	\$4,200	n/a	n/a
5X00125H02	HP Color Laserjet 4600 Printer, 230VAC	OEM	C	\$4,200	n/a	n/a
5X00125H04	Toner Cartridge for HP Color Laserjet 4600, Black	OEM	C	\$250	n/a	n/a
5X00125H05	Toner Cartridge for HP Color Laserjet 4600, Cyan	OEM	C	\$350	n/a	n/a
5X00125H06	Toner Cartridge for HP Color Laserjet 4600, Magenta	OEM	C	\$350	n/a	n/a
5X00125H07	Toner Cartridge for HP Color Laserjet 4600, Yellow	OEM	C	\$350	n/a	n/a
5X00128G01	22" NEC Monitor w/6ft SVGA Cable	OEM	C	\$1,295	n/a	n/a
5X00128G02	22" NEC Monitor w/15ft Cable & BNC Connectors	OEM	C	\$1,445	n/a	n/a
5X00128H01	22" NEC Monitor no Cable	OEM	C	\$1,090	n/a	n/a
5X00134G01	Sun Blade 150, 650MHz, 256MB RAM	OEM	R	n/a	\$2,815	n/a
5X00134H01	Sun Blade 150, 650MHz, 256MB RAM	OEM	R	n/a	\$2,815	n/a
5X00134H04	256MB RAM for Sun Blade 150	OEM	R	\$415	\$250	n/a
5X00134H05	512MB RAM for Sun Blade 150	OEM	R	\$720	\$430	n/a
5X00134H22	Sun Blade 150	OEM	R	n/a	\$2,250	n/a
5X00134H23	Internal 80 GB Hard Drive	OEM	R	\$670	\$400	n/a
5X00198G01	Tally 2265C Color Alarm Printer	OEM	R	\$3,105	\$1,865	\$2,115
5X00292G01	Tally LA36WC Color Alarm Printer	OEM	C	\$2,990	\$1,795	n/a
5X00297G01	20" CRT monitor - OBSOLETE, REPAIR ONLY	OEM	R	\$1,140	\$685	\$935
5X00332H01	Sun Ultra 25 workstation	OEM	R	n/a	\$4,000	n/a
5X00332H02	Sun Ultra 25 keyboard and mouse	OEM	R	n/a	\$80	n/a
5X00332G01	Sun Ultra 25 workstation	OEM	R	n/a	\$4,000	\$4,250
5X00332G02	Sun Ultra 25 workstation	OEM	R	n/a	\$4,000	n/a
5X00332G05	Sun Ultra 25 workstation	OEM	R	n/a	\$4,000	\$4,250
5X00367G01	Kit, MaxOptix optical disk drive TMT7-9100	OEM	C	\$5,435	\$3,260	\$3,510
3518A62H01	Fan - 12 Slot	OEM	R	\$75	n/a	n/a
3518A62H05	Fan - 12 Slot	OEM	R	\$70	\$40	n/a
3522A86G01	Static Wristband	OEM	C	\$50	n/a	n/a
369A122H01	Fan Door 115 VAC	OEM	R	\$70	\$40	n/a
369A122H07	Fan Door 230 VAC	OEM	R	\$60	\$35	n/a
369A269H03	Audible Alarm	MFR	R	\$285	\$170	n/a
7379A06G02	QCI G02 - Digital	MFR	C	\$3,990	\$2,395	\$2,645
7379A08G01	QRI Board	MFR	R	\$14,195	\$8,515	\$8,765
7379A13G01	QPA G01 - Pulse	MFR	R	\$6,900	\$4,140	\$4,390
7379A13G02	QPA G02 - Pulse	MFR	R	\$6,900	\$4,140	\$4,390
7379A13G03	QPA G03 - Pulse	MFR	R	\$6,900	\$4,140	\$4,390
7379A13G04	QPA G04 - Pulse	MFR	R	\$6,900	\$4,140	\$4,390
7379A19G01	QMX Board	MFR	R	\$6,900	\$4,140	\$4,390
7379A21G01	QAV G01 - 20 mV	MFR	C	\$7,960	\$4,775	\$5,025
7379A21G02	QAV G02 - 50 mV	MFR	C	\$7,960	\$4,775	\$5,025
7379A21G03	QAV G03 - 100 mV	MFR	C	\$7,960	\$4,775	\$5,025
7379A21G04	QAV G04 - 50 mV	MFR	C	\$7,960	\$4,775	\$5,025

Use 5X00128G01  
Use 5X00128G02

7379A21G05	QAV G05 - 100 mV	MFR	C	\$7,960	\$4,775	\$5,025
7379A21G06	QAV G06 - 50 mV	MFR	C	\$7,960	\$4,775	\$5,025
7379A22G01	WDPF AW3 Board	MFR	R	\$2,220	\$1,330	\$1,580
7379A22G02	WDPF AW3 Board	MFR	R	\$3,120	\$1,870	\$2,120
7379A28G01	QAM G01 - 10 VDC	MFR	C	\$17,265	\$10,360	\$10,610
7379A28G02	QAM G02 - 20 mA	MFR	C	\$17,265	\$10,360	\$10,610
7379A28G03	QAM G03 - 180 mA	MFR	C	\$17,265	\$10,360	\$10,610
7379A29G01	QDT Board	MFR	R	\$10,645	\$6,385	\$6,635
7379A31G01	QAW G01 - 1V	MFR	C	\$7,960	\$4,775	\$5,025
7379A31G02	QAW G02 - 5V	MFR	C	\$7,960	\$4,775	\$5,025
7379A31G03	QAW G03 - 10V	MFR	C	\$7,960	\$4,775	\$5,025
7379A31G04	QAW G04 - 20 mA	MFR	C	\$7,960	\$4,775	\$5,025
7379A31G05	QAW G05 - 20 mA	MFR	C	\$7,960	\$4,775	\$5,025
7379A31G06	QAW G06 - 50 mA	MFR	C	\$7,960	\$4,775	\$5,025
7379A36G01	QAH G01 +/- 10V	MFR	C	\$12,640	\$7,585	\$7,835
7379A36G02	QAH G02 +/- 5V	MFR	C	\$12,640	\$7,585	\$7,835
7379A36G03	QAH G03 10V	MFR	C	\$12,640	\$7,585	\$7,835
7379A36G04	QAH G04 5V	MFR	C	\$12,640	\$7,585	\$7,835
7379A39G03	QAE Board	MFR	R	\$8,650	\$5,190	\$5,440
7379A47G04	QMA Board	MFR	R	\$8,105	\$4,865	\$5,115
7379A58G01	IOW Board	MFR	R	n/a	\$5,030	\$5,280
7379A62G01	QRT G01 - 10 mV	MFR	C	\$8,200	\$4,920	\$5,170
7379A62G02	QRT G02 - 33 mV	MFR	C	\$8,200	\$4,920	\$5,170
7379A66G01	QMB Board	MFR	R	\$19,010	\$11,405	\$11,655
7379A70G01	QMT Board	MFR	C	\$5,260	\$3,155	\$3,405
7379A70G02	QMT Board	MFR	C	\$3,075	\$1,845	\$2,095
7379A70G03	QMT G03 - 13V Monitor	MFR	C	\$2,310	\$1,385	\$1,635
7379A78G01	QIA Board	MFR	R	\$4,170	\$2,500	\$2,750
7379A82G01	QSI Board	MFR	R	\$11,465	\$6,880	\$7,130
7379A84G01	QBE PC Card	MFR	C	\$4,080	\$2,450	\$2,700
7379A89G01	MBU PC Card	MFR	R	\$8,890	\$5,335	\$5,585
7379A91G01	QAA G01 - Fast Act.	MFR	R	\$13,015	\$7,810	\$8,060
7379A91G02	QAA G02 - Beck Dr.	MFR	R	\$15,910	\$9,545	\$9,795
7379A92G03	MBC Highway Card	MFR	R	\$7,645	\$4,585	\$4,835
7379A93G01	MBD Highway Card	MFR	R	\$8,340	\$5,005	\$5,255
7379A93G02	MBD Highway Card	MFR	R	\$8,310	\$4,985	\$5,235
7379A94G06	WDPF MBS	MFR	R	\$11,470	\$6,880	\$7,130
7380A18G01	MBK Interface Card	MFR	R	\$4,385	\$2,630	\$2,880
7380A24H01	WDPF 341 28 PN E Module	MFR	R	\$1,135	\$680	\$930
7380A29G03	SBX 351 PC Card	MFR	R	\$5,830	\$3,500	\$3,750
7380A30G02	SBX 352 PC Card	MFR	R	\$5,830	\$3,500	\$3,750
7380A31G01	MSC	MFR	R	\$5,935	\$3,560	\$3,810
7380A32G01	ISBA2 PC Card	OEM	R	n/a	\$2,300	\$2,550
7380A36G01	QSE - Sequence of Events	MFR	C	\$7,335	\$4,400	\$4,650
7380A37G01	WDPF DSC Board	MFR	R	\$6,155	\$3,695	\$3,945
7380A37G02	WDPF DSC Board	MFR	R	\$6,450	\$3,870	\$4,120
7380A43G02	MVP PC - 13 VDC	MFR	R	n/a	\$8,550	\$8,800
7380A44G01	WDPF MOP Board	MFR	R	\$23,315	\$13,990	\$14,240
7380A44G02	WDPF MOP Board	MFR	R	\$23,315	\$13,990	\$14,240
7380A51G01	WDPF MPP Board	MFR	R	\$7,940	\$4,765	\$5,015
7380A63G01	WDPF MBF Board	MFR	R	\$10,430	\$6,260	\$6,510
7380A63G02	WDPF MBF Board	MFR	R	\$10,430	\$6,260	\$6,510
7380A63G03	WDPF MBF Board	MFR	R	\$10,430	\$6,260	\$6,510
7380A63G04	WDPF MBF Board	MFR	R	\$10,430	\$6,260	\$6,510
7380A67G01	WDPF DBK Board	MFR	R	\$8,120	\$4,870	\$5,120
7380A70G01	WDPF MBT Board	MFR	R	\$7,090	\$4,255	\$4,505
7380A70G02	WDPF MBT Board	MFR	R	\$10,600	\$6,360	\$6,610
7380A72G01	WDPF SBA Board	MFR	R	\$1,730	\$1,040	\$1,290
7380A84H01	Multibus Extender Card	MFR	C	\$3,680	\$2,210	\$2,460
7380A86H01	Disk Controller	OEM	R	\$2,525	\$1,515	\$1,765
7380A89G01	WDPF MPI Board	MFR	R	\$9,890	\$5,935	\$6,185
7380A92G01	WDPF RTD Bridge	MFR	C	\$655	\$395	\$645
7380A92G02	WDPF RTD Bridge - Platinum	MFR	C	\$655	\$395	\$645
7380A92G03	WDPF RTD Bridge - Nickel	MFR	C	\$655	\$395	\$645
7380A92G04	WDPF RTD Bridge - Platinum	MFR	C	\$655	\$395	\$645
7380A92G06	WDPF RTD Bridge - Copper	MFR	C	\$655	\$395	\$645
7381A01G01	MSP Base Configuration	MFR	R	\$19,420	\$11,650	\$11,900
7381A01G04	MSP Base Configuration	MFR	R	\$18,590	\$11,155	\$11,405
7381A06G01	MUA PC Terminated	MFR	R	\$12,830	\$7,700	\$7,950
7381A06G02	MUA PC Unterminated	MFR	R	\$13,030	\$7,820	\$8,070
7381A08G01	MSL Card	MFR	R	\$12,160	\$7,295	\$7,545

7381A10G01	QLI G01 - 10V	MFR	C	\$13,300	\$7,980	\$8,230
7381A10G02	QLI G02 - 5V	MFR	C	\$13,300	\$7,980	\$8,230
7381A10G03	QLI G03 - 20 mA	MFR	C	\$13,300	\$7,980	\$8,230
7381A21G01	WDPF DTS Board	MFR	R	\$3,245	\$1,945	\$2,195
7381A26G01	WDPF FILM Board	MFR	R	\$865	\$520	\$770
7381A27G01	WDPF LIM	MFR	R	\$8,680	\$5,210	\$5,460
7381A28G02	MBR Board (for spare part use 3A59582G02)	MFR	R	n/a	\$7,500	\$7,750
7381A29G01	MSQ Board	MFR	R	n/a	\$7,500	\$7,750
7381A29G03	MSQ Board	MFR	R	n/a	\$7,500	\$7,750
7381A29G04	MSQ Board	MFR	R	n/a	\$7,500	\$7,750
7381A29G05	MSQ Board	MFR	R	n/a	\$7,500	\$7,750
7381A45G01	WDPF ABEL	MFR	R	\$19,295	\$11,575	\$11,825
7381A46G01	WDPF Adapter Board	MFR	R	\$2,370	\$1,420	\$1,670
7381A61G02	Backplane - 12 Slot	MFR	R	\$5,645	\$3,385	\$3,635
7381A66G03	FTC Fiber Optic	MFR	R	\$25,650	\$15,390	\$15,640
7381A66G04	FTC Fiber Optic	MFR	R	\$25,650	\$15,390	\$15,640
7381A73G01	QSS PC Card	MFR	C	\$23,545	\$14,125	\$14,375
7381A76G01	QLJ G01 - 10V	MFR	R	\$13,590	\$8,155	\$8,405
7381A76G02	QLJ G02 - 5V	MFR	R	\$13,590	\$8,155	\$8,405
7381A81G01	MDM PC Card - 5	MFR	R	\$19,470	\$11,680	\$11,930
7381A81G02	MDM PC Card - 5	MFR	R	\$10,290	\$6,175	\$6,425
7381A81G03	MDM PC Card - 10	MFR	R	\$34,130	\$20,480	\$20,730
7381A83G01	MSE PC Card	MFR	R	\$13,140	\$7,885	\$8,135
7381A83G02	MSE PC Card	MFR	R	\$13,140	\$7,885	\$8,135
7381A88G01	MDMD PC Card	MFR	R	\$11,040	\$6,625	\$6,875
7381A93G03	MHC PC Card	MFR	C	\$14,060	\$8,435	\$8,685
7381A93G04	MHC PC Card	MFR	C	\$14,060	\$8,435	\$8,685
7381A93G05	MHC PC Card	MFR	C	\$14,060	\$8,435	\$8,685
7381A94G01	MUT PC Terminated	MFR	R	\$15,470	\$9,280	\$9,530
7381A94G02	MUT PC Unterminated	MFR	R	\$14,600	\$8,760	\$9,010
742A891H01	QBO Half shell pop out fuse cards	OEM	C	\$2	n/a	n/a
742A891H03	48VDC Power supply 3A fuse	OEM	C	\$2	n/a	n/a
742A891H06	24VDC Power supply 4A fuse	OEM	C	\$2	n/a	n/a
742A891H10	13VDC Power supply 8A fuse	OEM	C	\$2	n/a	n/a
742A891H12	Half shell fuses for QAW cards	OEM	C	\$2	n/a	n/a
772B222G03	MBU PC Card	MFR	R	\$8,760	\$5,255	\$5,505
772B222G04	MBU PC Card	MFR	R	\$8,760	\$5,255	\$5,505
772B235G01	WDPF 88/45 Board	MFR	R	\$15,715	\$9,430	\$9,680
772B378G01	WDPF 534 Board	MFR	R	\$7,435	\$4,460	\$4,710
772B379G01	SBC 544 PC Card	MFR	R	\$14,725	\$8,835	\$9,085
772B388G01	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G02	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G03	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G04	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G05	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G06	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G07	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G08	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G09	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G10	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G11	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G12	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G13	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G14	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G15	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G16	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G17	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G18	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G19	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G20	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G21	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G22	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G23	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G24	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G25	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G26	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G29	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G30	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G31	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G32	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G33	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710

772B388G34	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G37	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G38	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G39	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G40	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G41	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G42	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G43	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G44	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G45	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G46	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G48	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G49	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G50	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G51	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G52	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G53	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G54	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G55	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G56	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G57	MSP Configured PC Board	MFR	R	\$29,100	\$17,460	\$17,710
772B388G59	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B388G60	MSP Configured PC Board	MFR	R	\$21,000	\$12,600	\$12,850
772B398G01	WDPF 264 Board	MFR	R	\$46,595	\$27,955	\$28,205
772B398G02	WDPF 264 Board	MFR	R	\$68,850	\$41,310	\$41,560
772B398G07	WDPF 264 Board	MFR	R	\$46,595	\$27,955	\$28,205
772B400G04	MSL PC Card	MFR	R	\$13,910	\$8,345	\$8,595
772B450G01	QLC G01 - RS232	MFR	C	\$29,010	\$17,405	\$17,655
772B450G02	QLC G01 - RS422	MFR	C	\$29,010	\$17,405	\$17,655
772B450G03	QLC G02 - RS232	MFR	C	\$29,010	\$17,405	\$17,655
772B450G04	QLC G02 - RS422	MFR	C	\$29,010	\$17,405	\$17,655
772B450G11	QLC G11 - Smart	MFR	C	\$29,010	\$17,405	\$17,655
772B450G12	QLC G12 - IMPACC	MFR	C	\$29,010	\$17,405	\$17,655
772B452G01	MDM Memory - 4MB	MFR	R	\$29,070	\$17,440	\$17,690
772B452G02	MDM Memory - 2MB	MFR	R	\$19,295	\$11,575	\$11,825
772B452G04	MDM Memory - 2MB	MFR	R	\$19,295	\$11,575	\$11,825
772B452G05	MDM Memory Card	MFR	R	\$19,295	\$11,575	\$11,825
772B480G01	QFR PC Card	MFR	R	\$7,590	\$4,555	\$4,805
772B480G02	QFR PC Card	MFR	R	\$7,590	\$4,555	\$4,805
7854A50H01	Door Fan Filter	OEM	C	\$10	n/a	n/a
3674C59G02	Halfshell Extension	MFR	R	\$1,190	\$715	\$965
3052A91H01	Crimper Tool - 25 pin	OEM	C	725	n/a	n/a
3052A91H02	Crimper Tool - Twin Leaf	OEM	C	\$1,175	n/a	n/a
3052A91H03	Crimper Tool - Hwy Coax	OEM	C	\$1,175	n/a	n/a
3115A23G06	WDPF Dev Cable SBC-TCP	MFR	R	\$360	\$215	n/a
3115A40G18	DPU data highway cable (75 ohm) black (BNC-BNC)	MFR	R	\$170	\$100	n/a
3115A59G01	WDPF QRT Test Cable	MFR	R	\$1,430	\$860	\$1,110
3115A63G01	WDPF QRO to QCI Cable	MFR	R	\$7,475	\$4,485	\$4,735
3324A08H11	Stationary Pedestal Kit for Alarm Printer	OEM	C	\$830	n/a	n/a
3339A37H01	Power Supply	OEM	R	\$18,165	\$10,900	\$11,150
3339A50H01	Fan Door 12 VDC	OEM	C	\$80	n/a	n/a
3339A50H03	Fan	OEM	C	\$60	n/a	n/a
3340A28H04	Crimper Tool - CRT Coax	OEM	C	\$590	n/a	n/a
3690A38G34	WDPF RTD Board	MFR	C	\$755	\$455	\$705
3690A38G38	WDPF RTD Board	MFR	C	\$755	\$455	\$705
3690A38G42	WDPF RTD Board	MFR	C	\$755	\$455	\$705
3690A38G44	WDPF RTD Board	MFR	R	\$785	\$470	\$720
3690A38G53	WDPF RTD Board	MFR	C	\$755	\$455	\$705
3690A38G54	WDPF RTD Board	MFR	C	\$755	\$455	\$705
3942A27G04	DPU data highway cable (75 ohm) black (BNC-SCREW)	MFR	R	\$740	\$445	n/a
3942A27G05	BNC-N BHD jack (adapter cable)	MFR	C	\$300	n/a	n/a
3947A29H25	Twin Leaf Pin Extractor	OEM	C	\$80	n/a	n/a

**EXHIBIT B**

**GOOD FAITH EFFORT WAIVER**  
**APPROVAL FORM**

INTER DEPARTMENTAL CORRESPONDENCE

DATE: May 1, 2007

TO: LA MBOC, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

ATTN: DAVID MORA FAX#: 213/978-0690

FROM: Charles Lee, Phone: (310) 648-5450 Fax: (310) 648 -5772

Dept/Div: PW/Sanitation/ICSD E-mail: Charles.Lee@Lacity.org

SUBJECT: MBE/WBE/OBE RECOMMENDATION FOR GOOD FAITH EFFORT CONTRACT NO. \_\_\_\_\_

In compliance with Executive Directive No. 2001-26, City of Los Angeles Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

- 1. Title of Project: Maintenance Services/Agreement Between City of LA and Emerson Process Management Power and Water Solutions, Inc. for Control Systems Support
- 2. This project will be advertised as an: X Sole Source Contract        RFP        RFQ Other:
- 3. Type of Contract:        Procurement X Personal Services        Construction
- 4. Projected total amount of the contract: \$2,000,000 Estimated duration of project: 5 Years + 2-1 year extensions
- 5. Significant Dates:
  - Estimated date of pre-bid or job walk meeting: N/A
  - Estimated date that bids or proposals are due: N/A
- 6. Recommendations:
  - MBE/WBE/OBE encouragement: X

Justify why encouragement:

- X Technical Requirement        Lack of available subcontractors
- X Lack of available subcontract sub-supply opportunities X One product single point of distribution

Other: Justification: Emerson Process management Power and Water Solutions, Inc. does not subcontract to or otherwise license any firm to perform these highly technical maintenance services on the Westinghouse Distributed ProcessFamily (WDPF) II Control Systems hardware and software. Emerson Process Management Power and Water Solutions, Inc. does not license the manufacture, sale, or repair of the WDPF II control systems hardware components to any other equipment manufacturer (OEM). As a single source for this service this contract provides no available opportunities for MBE/WBE/OBE participation.

7. MBE/WBE/OBE Good Faith Effort required:

Level of participation is as follows:        %MBE        %WBE        %OBE

8. Is this a: X New Contract        Renewal        Other

9. Name of previous contractor:        Length of previous contract        Value of previous       

TO:

ATTN: Charles Lee

FROM: LA MBOC, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

X Recommendation approved        Available Subs        Initials       

       Recommendation disapproved        Available Opportunities        Initials       

Other/Comment:       

By: [Signature]

Date: 5/1/07

Tel. No.: 213 978-0665

City of Los Angeles

DATE: 01.18.05

TO: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
ATTN: MARIO MARIN, DIRECTOR

FROM: Stephen Petrich, Bureau of Sanitation, ICSD

Phone: (310)-648-5205

Fax: (310)-648-5020

SUBJECT: MBE/WBE/OBE RECOMMENDATION FOR GOOD FAITH EFFORT CONTRACT NO.
In compliance with Executive Directive No. 2001-26, City of Los Angeles Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

- 1. Title of Project: Maintenance Services Agreement Between City of LA and Emerson Process Management Power and Water Solutions, Inc. for Control Systems Support
2. This project will be advertised as an: X Sole Source Contract RFP RFQ Other:
3. Type of Contract: Procurement X Personal Services Construction
4. Projected total amount of the contract: \$501,000 Estimated duration of project: 3 yrs
5. Significant Dates:
Estimated date of pre-bid or job walk meeting: N/A
Estimated date that bids or proposals are due: N/A

6. Recommendations:

MBE/WBE/OBE encouragement: X

Justify why encouragement:

- X Technical Requirement Lack of available subcontractors
X Lack of available subcontract-sub-supply opportunities X One product single point of distribution

Other: Justification: Emerson Process Management Power and Water Solutions, Inc. does not subcontract to or otherwise license any firm to perform these highly technical maintenance services on the Westinghouse Distributed Processing Family (WDPF) II control systems hardware and software. Emerson Process Management Power and Water Solutions, Inc. does not license the manufacture, sale, or repair of the WDPF II control systems hardware components to any Other Equipment Manufacturer (OEM). As a single source for this service this contract provides no available opportunities for MBE/WBE/OBE participation.

7. MBE/WBE/OBE Good Faith Effort required:

Level of participation is as follows: %MBE %WBE %OBE

8. Is this a: X New Contract Renewal Other

9. Name of previous contractor: Length of previous contract Value of previous

TO: ATTN: Stephen Petrich
FROM: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

Recommendation approved Available Subs Initials
Recommendation disapproved Available Opportunities Initials

Other/Comment:

By: Michelle Vargass: 1/19/05 Tel. No.: (213) 978-0699

**EXHIBIT C**

**BUSINESS TAX REGISTRATION**

Post-it® Fax Note	7671	Date	2/1/05	# of pages	1
To	Ann T. Gashman	From			
Co./Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

# CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

## BUSINESS TAX REGISTRATION

ISSUED: 03-30-03 0

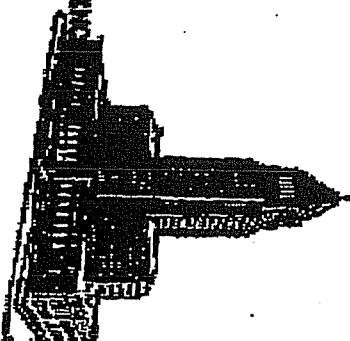
ACCOUNT NO. 978695-62  
 FILED CLASS 1 100

WHOLESALE SALES

EXPIRES 10-01-08

978695-62

POWER & WATER SOLUTIONS INC  
 4000 BETA PKE  
 PITTSBURGH PA 15230-2918



ISSUED BY: *D. Christensen*  
 DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF REGISTRATION OF ANY CHANGE OF ADDRESS OR INFORMATION OF YOUR BUSINESS (MAILING ADDRESS)

REGISTRATION - PLEASE REPLY TO THIS ADDRESS

\*\*\* TOTAL PAGE. 01 \*\*\*

**EXHIBIT D**

**NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Jeff Johnson, depose and say that I am  
Account Manager of EMERSON PROCESS MANAGEMENT  
POWER AND WATER SOLUTIONS  
("President", Vice President", etc.) (Insert Name and Address of Organization)

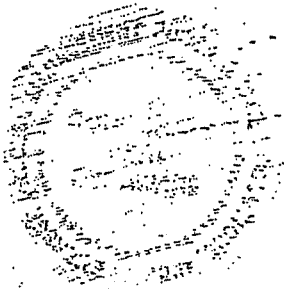
who submits this proposal to the City of Los Angeles Personnel Department, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: June 4, 2007 at Riverside, CA  
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct.

JB Johnson  
(Signature)



**EXHIBIT E**

**LOS ANGELES RESIDENCE**  
**INFORMATION**

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: EMERSON PROCESS MANAGEMENT POWER AND WATER SOLUTIONS

I. Corporate or Main Office Address:

ZOO BETA DRIVE  
PITTSBURGH, PA 15238

II. Total Number of Employees in Organization: 685

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

0 and 0%

**EXHIBIT F**

**CITY OF LOS ANGELES CONTRACT**  
**HISTORY**

### CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Please see attached list which may or may not be complete due to the limitations of Emerson's tracking system. Also, note that Emerson does not have historical data beyond 2001.

EMERSON PROCESS MANAGEMENT  
Name of Organization  
POWER & WATER SOLUTIONS, INC.

NEAL KILAMBI  
Print Name

JUNE 1, 2007  
Date

  
Signature

REGIONAL MANAGER  
Title  
WESTERN REGION

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Emerson Confidential

City of Los Angeles Orders

ORDER NUMBER	DESCRIPTION	LINE PRICE	DATE
0000096505 Total	HARDWARE	\$3,095	02-Nov-01
0000117590 Total	HARDWARE	\$8,100	08-Jan-02
0000134203 Total	HARDWARE	\$2,196	06-Mar-02
0000134215 Total	FIELD SERVICE	\$6,040	07-Mar-02
0000153189 Total	HARDWARE	\$20,936	22-Apr-02
0000179458 Total	FIELD SERVICE	\$143,375	18-Dec-02
0000202306 Total	HARDWARE	\$11,018	27-Sep-02
0000223403 Total	SECONDARY EQUIPMENT	\$335,805	30-Jan-03
0000223760 Total	SPARES	\$33,200	06-Nov-02
0000242702 Total	HARDWARE FOR WDPF	\$15,313	13-Jan-03
0000248638 Total	SOFTWARE	\$82,080	20-Jan-03
0000248719 Total	FIELD SERVICE	\$16,952	20-Jan-03
0000255657 Total	FIELD SERVICE	\$13,040	06-Mar-03
0000259127 Total	FIELD SERVICE	\$6,520	20-Feb-03
0000261795 Total	SOFTWARE	\$600	06-Mar-03
0000275068 Total	HARDWARE PARTS	\$175,588	08-Apr-03
0000278643 Total	FIELD SERVICE	\$24,063	15-Apr-03
0000278644 Total	FIELD SERVICE	\$59,571	15-Apr-03
0000281880 Total	HARDWARE	\$2,581	28-Apr-03
0000284813 Total	HW/SW	\$60,086	25-Apr-03
0000286255 Total	HARDWARE	\$2,581	07-May-03
0000288712 Total	HW/SW	\$17,557	23-Jun-03
0000289750 Total	FIELD SERVICE	\$272,502	15-Oct-04
0000290548 Total	HARDWARE	\$1,643	20-May-03
0000302661 Total	SPARES	\$1,291	19-Jun-03
0000318046 Total	HARDWARE	\$13,848	04-Aug-03
0000318049 Total	HARDWARE	\$1,364	04-Aug-03
0000318190 Total	HARDWARE	\$12,154	04-Aug-03
0000333096 Total	HARDWARE	\$33,802	30-Sep-03
0000339935 Total	HARDWARE	\$7,140	16-Oct-03
0000342881 Total	HARDWARE	\$3,933	04-Nov-03
0000346881 Total	HARDWARE	\$8,729	03-Dec-03
0000352410 Total	SPARES	\$400	24-Nov-03
0000354259 Total	FIELD SERVICE	\$10,080	15-Jan-04
0000382199 Total	SPARES	\$55,674	07-Mar-04
0000383424 Total	HARDWARE	\$3,920	10-Mar-04
0000383799 Total	HARDWARE	\$53,550	19-Mar-04

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Emerson Confidential

City of Los Angeles Orders

ORDER NUMBER	DESCRIPTION	DATE	PRICE	DATE
0000395298 Total	HARDWARE		\$1,960	19-Apr-04
0000437879 Total	HARDWARE		\$9,375	02-Sep-04
0000442695 Total	HARDWARE		\$1,100	23-Sep-04
0000448000 Total	SPARES		\$2,558	04-Oct-04
0000448216 Total	SPARES		\$368	04-Oct-04
0000450215 Total	SPARES		\$948	13-Oct-04
0000452354 Total	SPARES		\$355	18-Oct-04
0000461921 Total	SPARES		\$12,870	24-Nov-04
0000470021 Total	HARDWARE		\$35,392	16-Dec-04
0000485228 Total	SPARES		\$13,158	11-Feb-05
0000485826 Total	SPARES		\$2,940	11-Feb-05
0000494391 Total	SPARES		\$6,590	17-Mar-05
0000498806 Total	HARDWARE		\$46,062	20-Mar-05
0000500197 Total	SPARES		\$15,112	01-Apr-05
0000504359 Total	SPARES		\$1,440	23-Sep-05
0000513186 Total	SPARES		\$2,894	21-Apr-05
0000536329 Total	SPARES		\$1,375	10-Jul-05
0000547391 Total	HARDWARE		\$79,266	16-Aug-05
0000550118 Total	SURE SERVICE		\$6,163	16-Aug-05
0000553649 Total	SPARES		\$16,070	20-Sep-05
0000604093 Total	HARDWARE		\$34,900	13-Feb-06
0000610915 Total	SPARES		\$4,150	23-Mar-06
0000611976 Total	HYPERION HARDWARE		\$58,730	22-Feb-06
0000612430 Total	SPARES		\$8,020	16-Mar-06
0000615142 Total	SPARES		\$675	23-Mar-06
0000640154 Total	SPARES		\$5,850	19-May-06
0000642330 Total	SPARES		\$675	07-Jun-06
0000644461 Total	SPARES		\$6,400	22-May-06
0000651607 Total	HARDWARE		\$4,200	22-Jun-06
0000651621 Total	MISC		\$1,350	26-Jul-06
0000657041 Total	SPARES		\$7,950	28-Jun-06
0000659228 Total	MISC		\$6,971	28-Jul-06
0000683561 - RETURN Total	RETURN		(\$1,075)	07-Dec-06
0000683561 Total	SPARES		\$8,800	19-Sep-06
0000693153 Total	SPARES		\$1,145	17-Oct-06
0000695398 Total	SPARES		\$9,050	23-Oct-06
0000700843 Total	SPARES		\$1,145	09-Nov-06

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Emerson Confidential

City of Los Angeles Orders

PURCHASE ORDER NUMBER	ITEM DESCRIPTION	LINE EX PRICE	TABLE	CREATE DATE
0000701640 Total	SPARES	\$12,650		14-Nov-06
0000705169 Total	SPARES	\$2,120		11-Dec-06
0000709332 Total	SPARES	\$5,020		04-Dec-06
0000744832 Total	SPARES	\$11,750		02-Apr-07
0000757278 Total	SPARES	\$4,159		26-Apr-07
0002234450 Total	SECONDARY ENGRG & INSTALLATION	\$607,405		05-Dec-02
000318520 Total	MAINTENANCE CONTRACT	\$13,780		11-Sep-03
000439261 Total	SURE SERVICE	\$14,340		10-Sep-04
101631 Total	HARDWARE	\$960		18-Dec-01
107910 Total	HARDWARE	\$3,200		18-Dec-01
14212-6 Total	HAYNES HW & F E	\$8,273		20-Jan-06
14489-2 Total	SPARES	\$7,500		18-Jul-02
157309 Total	FIELD SERVICE	\$122,400		27-Sep-02
157310 Total	HYPERION PRIMARY REPLACEMENT	\$132,100		19-Sep-02
15817-5 Total	SPARES	\$5,880		03-Jun-05
206332 Total	HARDWARE	\$7,970		26-Sep-02
207944 Total	HARDWARE	\$87,298		25-Sep-02
354257 Total	HARDWARE	\$10,370		24-Dec-03
354258 Total	HW/SW	\$51,372		24-Dec-03
40634-6 Total	SURESERVICE	\$42,920		28-Jul-05
45070-7 Total	SURESERVICE	\$56,619		31-Jan-07
45101-6 Total	SURESERVICE	\$39,015		19-Jan-06
451475 Total	SURESERVICE	\$34,437		15-Feb-05
455954 Total	HARDWARE	\$83,440		21-Oct-04
551760 Total	HARDWARE	\$21,285		18-Aug-05
557037 Total	FIELD SERVICE	\$7,030		30-Aug-05
573644 Total	WAST UPGRADE	\$121,557		25-Oct-05
594819 Total	MAINTENANCE CONTRACT	\$15,800		14-Oct-02
610915 Total	HYPERION HW MHC	\$37,530		12-Jan-06
610915 Total	HARDWARE	\$20,190		03-Mar-06
610915 Total	HARDWARE	(\$4,150)		23-Mar-06
613302 Total	HYPERION HW	\$19,305		06-Mar-06
624188 Total	HYPERION HW	\$65,190		24-Mar-06
631442 Total	SURE SERVICE	\$7,839		08-Jun-06
662857 Total	HYPERION PLANT HW AND FE	\$18,700		04-Aug-06
683998 Total	HARDWARE	\$8,020		09-Oct-06
691942 Total	HARDWARE	\$16,040		06-Nov-06

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Emerson Confidential

City of Los Angeles Orders

PURCHASE ORDER NUMBER	DESCRIPTION	LINE EX PRICE	TABLE CREATE DATE
693543 Total	HARDWARE	\$16,680	06-Nov-06
716917 Total	SURE SERVICE	\$7,839	10-Jan-07
718604 Total	SURE SERVICE	\$8,215	10-Jan-07
740130 Total	HW	\$35,700	12-Mar-07
91861 Total	FIELD SERVICE	\$8,456	25-Oct-01
92876 Total	FIELD SERVICE	\$2,416	14-Nov-01
93414 Total	UPGRADE HARDWARE	\$27,396	14-Nov-01
94231 Total	UPGRADE HARDWARE SOFTWARE	\$26,964	09-Nov-01
AE-5760476M Total	On-site training	\$66,000	13-Jan-05
ALLEN - CREDIT CARD Total	SPARES	\$860	26-Sep-03
CHECK 2002332 Total	In-house Training	\$5,000	15-Oct-04
DO - CREDIT CARD Total	In-house Training	\$2,100	21-Feb-02
Return - 0000448216 Total	RETURN	(\$355)	03-Dec-04
TL4820542 Total		\$5,000	26-Jan-04

## **EXHIBIT G**

# **INSURANCE REQUIREMENTS**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/08/2009

**PRODUCER**  
Marsh USA Inc.  
701 Market Street, Suite 1100  
St. Louis, MO 63101-1830

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

EMERS -Std-08-09

INSURERS AFFORDING COVERAGE

NAIC #

**INSURED**  
Emerson Electric Co.  
and all Subsidiary Companies  
8000 West Florissant Avenue  
P. O. Box 4100  
St. Louis, MO 63136-8506

INSURER A: Old Republic Insurance Co

24147

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

3

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MWZY57265	07/01/08	07/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ --- PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ ***
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	MWTB19617	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	MWC11186602	07/01/08	07/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS   <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 \*\*\*General Liability - Claims arising out of Products/Completed Operations are Excluded. Primary Products/Completed Operations Self Insured. Claims Administered by Emerson Electric Co.  
 Automobile - Auto Physical Damage Self Insured for Comprehensive and Collision with NIL Deductible. Administered by Crawford & Company.  
 See reverse/attached

CERTIFICATE HOLDER CHI-002282443-02

CANCELLATION

City of Los Angeles  
Hyperion Treatment Plant  
12000 Vista del Mar  
Playa del Rey, CA 90293

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  
Alfred A. Peterfeso *Alfred A. Peterfeso*

**EXHIBIT H**

**SERVICE CONTRACTOR WORKER**  
**RETENTION ORDINANCE AND**  
**LIVING WAGE ORDINANCE-**  
**DECLARATION OF COMPLIANCE**

# LWO – DEPARTMENTAL DETERMINATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS

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

AWARDING DEPARTMENT INFO				
Dept: <u>PW/Sanitation</u> Contract Administrator: <u>Charles Lee</u> Contact Phone: <u>(310) 648-5450</u> MS# <u>535</u>				
CONTRACT INFO				
Contractor Name: <u>Emerson Process Management Power &amp; Water Solutions, Inc.</u> Contract # _____				
Contractor Address: <u>200 Beta Drive</u> city: <u>Pittsburgh</u> State: <u>PA</u> Zip: <u>15238</u>				
Project/Contract Name: <u>WDPF II Control Systems Maintenance</u>				
Purpose of Contract: <u>To provide WDPF II control systems hardware &amp; software support at Hyperion Treatment Plant</u>				
Contract Amount: \$ <u>2,000,000</u> Term: Start Date <u>11/01/09</u> End Date <u>10/30/14</u>				
SECTION I: DETERMINING APPLICABILITY TO LWO				
<b>1</b> Check off <b>ONE</b> box that best describes the contract, then Continue to #2: This is a <input checked="" type="checkbox"/> New Contract <input type="checkbox"/> Contract Amendment				
<b>2</b> If you checked off "New Contract" above, SKIP to Question #5 to determine whether this New contract is subject to the LWO.				
<b>3</b> If you checked off "Contract Amendment" Please answer the following questions about the original contract:				
a Was the original contract subject to the LWO?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
b Was the original contract approved for an exemption?		<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please note what type of exemption it received: _____		
<b>4</b> If you checked off YES to 3a OR 3b, THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC If you checked off NO to 3a AND 3b, Continue to #5 to determine whether this Contract Amendment is subject to the LWO.				
<b>5</b> Check off <b>ONE</b> box in Parts A, B, C or D below that best describes the contract, then Continue to #6:				
These are contracts NOT SUBJECT; NOT APPLICABLE to LWO:		These contracts <b>MAY</b> or <b>MAY NOT</b> BE SUBJECT, or <b>MAY</b> or <b>MAY NOT</b> BE APPLICABLE to LWO:		
PART A		PART B	PART C	PART D
<input type="checkbox"/> Service contract that is less than 3 months <u>OR</u> \$25,000 or less <sup>1</sup> <input type="checkbox"/> Other governmental entity <sup>2</sup> <input type="checkbox"/> Purchase or rental of goods, equipment, property <sup>3</sup> <input type="checkbox"/> Construction contract <sup>4</sup> <input type="checkbox"/> Funded by Business Improvement District (BID) assessment money <sup>5</sup> <input type="checkbox"/> Financial assistance is below <b>both</b> LWO CFAR thresholds: <sup>6</sup> (a) Financial assistance must be less than \$1 Million in a 12-month period <b>AND</b> (b) Is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).		<input checked="" type="checkbox"/> Service contract that is at least 3 months AND over \$25,000.	<input type="checkbox"/> Public leases or licenses	<input type="checkbox"/> City Financial Assistance Recipient (CFAR) <sup>7</sup>
<b>6</b> If you checked off any box in Part A - THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.				
<b>7</b> If you checked off a box in Part B or C, SKIP TO #9.				
<b>8</b> If you checked off the box in Part D, SKIP TO #13.				
<b>9</b> If you have a service contract, answer questions a, c and d ONLY, then Continue to #10. If you have a public lease/license, answer questions b, c and d ONLY, then Continue to #10.			YES	NO
a Are some of the services rendered by employees whose work site is on property owned by the City?			<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Are the services rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities)?			<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources?			<input type="checkbox"/>	<input checked="" type="checkbox"/>
d Has the DAA determined in writing that coverage would further the proprietary interests of the City?			<input type="checkbox"/>	<input type="checkbox"/>
<b>10</b> If you checked off <b>ANY</b> boxes in the YES column, this contract is <b>APPLICABLE TO THE LWO</b> (it is <b>SUBJECT</b> ). Continue onto SECTION II. Otherwise, continue to #11.				
<b>11</b> You <b>DID NOT</b> check off <b>ANY</b> boxes in the YES column. This contract is <b>NOT APPLICABLE TO THE LWO</b> (it is <b>NOT SUBJECT</b> ). Fill and submit LW-10, OCC Exemption Application for approval prior to contract execution found here: <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a> , then Continue to #12.				
<b>12</b> Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – Once the contract has been executed, SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM to OCC. If NO, Continue onto SECTION IV.				
<b>13</b> Answer the following question to determine whether the CFAR is subject to the LWO, then Continue to #14.			YES	NO
a Does the agreement intend to promote economic development?			<input type="checkbox"/>	<input type="checkbox"/>
<b>14</b> If you checked off NO this contract is <b>NOT APPLICABLE TO THE LWO</b> (it is <b>NOT SUBJECT</b> ). PLEASE SUBMIT PAGE 1 ONLY TO OCC. Otherwise, Continue to Question #15.				
<b>15</b> Answer the following questions to determine whether the CFAR is subject to the LWO:			YES	NO
a Is the Financial Assistance given in a 12-month period and above \$1 Million?			<input type="checkbox"/>	<input type="checkbox"/>
b Is the Financial Assistance \$100,000 or more on a continuing basis?			<input type="checkbox"/>	<input type="checkbox"/>
<b>16</b> If you checked off <b>ANY</b> boxes in the YES column, this contract is <b>APPLICABLE TO THE LWO</b> (it is <b>SUBJECT</b> ). Continue onto SECTION II. Otherwise, this contract is <b>NOT APPLICABLE TO THE LWO</b> (it is <b>NOT SUBJECT</b> ). PLEASE SUBMIT PAGE 1 ONLY TO OCC.				

<b>SECTION II: CONTRACTS APPLICABLE/SUBJECT TO THE LWO</b>			
<b>1</b> Your contract is applicable/subject to the LWO. However, it may be eligible for an exemption. Check off <b>ONE</b> box in Parts A, B, or C that best describes the contract that <b>MAY</b> be eligible for an exemption, then Continue to the stated part in the corresponding right column found in SECTION III.			
PART A SERVICE CONTRACTS ONLY	PART B PUBLIC LEASES OR LICENSES ONLY	PART C CITY FINANCIAL ASSISTANCE RECIPIENTS ONLY	
<input type="checkbox"/> One-person contractor <sup>8</sup> <b>D</b> <input type="checkbox"/> 501(c)(3) non-profit organization <sup>9</sup> <b>D</b> <input type="checkbox"/> Grant-Funded Services <sup>10</sup> <b>A</b> <input type="checkbox"/> Occupational license required <sup>11</sup> <b>B</b> <input type="checkbox"/> Collective bargaining agreement with LWO supersession language <sup>12</sup> <b>B</b>	<input type="checkbox"/> Collective bargaining agreement w/ supersession language <sup>13</sup> <b>B</b> <input type="checkbox"/> Small Business <sup>14</sup> <b>C</b>	<input type="checkbox"/> Collective bargaining agreement w/ supersession language <sup>15</sup> <b>B</b> <input type="checkbox"/> 501(c)(3) non-profit organization <sup>16</sup> <b>D</b>	
		<b>PART C - Continued</b>	
		If you did not check off any boxes above, continue to answer the following questions:	
		a	Is the contractor a City financial assistance recipient (CFAR) in the first year of operation? <sup>17</sup>
		b	Is the contractor a CFAR with less than five (5) employees? <sup>18</sup>
		c	Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver? <sup>19</sup>
		d	Does the contractor have employees who spend less half of their time on the City funded project or the employees of its service contractor? <sup>20</sup>
<b>2</b> If you did NOT check off any box above in Part A or Part B, this contract IS NOT eligible for an exemption. Continue onto SECTION IV.		If ANY boxes are checked YES, Continue onto SECTION III-A. If you checked off NO to ALL boxes, Continue onto SECTION IV.	

**SECTION III:  
CONTRACTS NOT SUBJECT / CONTRACTS ELIGIBLE FOR EXEMPTIONS**

**1** Your contract MAY be eligible for an exemption that may be requested by your Department OR the Contractor PRIOR TO CONTRACT EXECUTION as indicated below:

**TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY – REQUIRES OCC APPROVAL**

Fill out the corresponding form in the right-hand column below, send it to OCC for final approval (DO NOT send LW-1), and then Continue to #2 in this Section.

<b>A</b> Grant Funded Services CFAR	LW 10 – OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
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**TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES OCC APPROVAL**

Have the contractor fill out the corresponding form in the right-hand column below and have them submit it to your department for further review. Once the form is complete, send it to OCC for final approval (DO NOT send LW-1), and then Continue to #2 in this Section.

<b>B</b> Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form LW 18 – Subcontractor Information Form (SIF) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
<b>C</b> Small Business	LW 26 – OCC Small Business Exemption Form (English): LW 26 – OCC Small Business Exemption Form (Spanish): <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>

**TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES AWARDING DEPARTMENT APPROVAL**

Have the contractor fill out the corresponding form in the right-hand column below and have them submit it to your department for further review. Once an approval/non-approval has been made by your department, Continue to #2 in this Section.

<b>D</b> One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form LW 18 – Subcontractor Information Form (SIF) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
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**2** Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – SUBMIT PAGES 1 and 2 of LW-1 and the APPROVED EXEMPTION FORM TO OCC once the contract has been executed. If NO, Continue onto SECTION IV.

**SECTION IV:  
CONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)**

**1** Your contract IS SUBJECT TO THE LWO AND NOT ELIGIBLE FOR EXEMPTIONS. Have the contractor fill out the two (2) corresponding forms below and submit them (and forms from any of their subcontractors subject to the LWO) to your department for further review. Once these forms are complete, Continue onto #2 in this Section.

Employee Information Form (EIF) Subcontractor Information Form (SIF)	LW 6 – Employee Information Form LW 18 – Subcontractor Information Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
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**2** THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGES 1, 2, EIF and SIF TO OCC once the contract has been executed.

## ENDNOTES FOR LWO DEPARTMENTAL DETERMINATION FORM - LW-1

- <sup>1</sup> **Less than three months OR less than \$25,000 - LAAC 10.37.1(j):** Service contracts or Authority for Expenditures that do not meet these thresholds are not categorically exempt from the LWO.
- <sup>2</sup> **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.
- <sup>3</sup> **Purchase of Goods, Property, or a Lease of Property with City as Lessee – LAAC 10.37.1(j):** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental. - "Incidental services" means services that are: (1) part of an agreement for which the primary purpose is to purchase or rent goods or equipment; and (2) performed on a non-recurring and irregular basis. Services are not incidental, even if the primary purpose of the agreement is to purchase goods or equipment, if the agreement provides that services are to be performed on a regular schedule, or if the awarding authority anticipates that services will be needed on a regular basis during the life of the agreement.
- <sup>4</sup> **Construction contracts LAAC 10.37.1(j):** Construction contracts that do not conform to the definition of a service contract are categorically exempt from the LWO.
- <sup>5</sup> **Business Improvement Districts (BID):** Service agreements funded with the BID's assessment monies are categorically exempt from the LWO (see also Regulation #11). Agreements to provide services related to a BID that are not funded with the BID's assessment money remain subject to the LWO unless they otherwise qualify for an exemption.
- <sup>6</sup> **City Financial Assistance Below LWO Thresholds - LAAC 10.37.1(c):** Agreements that provide a contractor with City financial assistance intended to promote economic development or job growth are categorically exempt from the LWO if they do not meet either of the monetary thresholds described in the LWO.

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

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

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

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

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

Financial Assistance = \$30,000

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

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

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. §9 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

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

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

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

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

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

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

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

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

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

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

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

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

<sup>13</sup> See Endnote #12

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

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

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

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

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

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

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

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

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

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

<sup>15</sup> See Endnote #12

<sup>16</sup> See Endnote #9

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

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

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

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

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



**CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS  
BUREAU OF CONTRACT ADMINISTRATION  
OFFICE OF CONTRACT COMPLIANCE**

1149 S. Broadway Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

**EMPLOYEE INFORMATION FORM**

Contract No.: \_\_\_\_\_

Awarding City Department: \_\_\_\_\_

Name of Company: EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC.

Company Phone Number: 412 943-4000 Prime Contractor: Yes  No

If no, state the name of the Prime Contractor: \_\_\_\_\_

Number of employees working on this City Contract and listed on the attached payrolls: UNKNOWN AT THIS TIME

The Living Wage Ordinance requires that subject employers provide to employees: (1) as of July 1, 2006 a wage of at least \$9.39 per hour with health benefits of \$1.25 per hour, or \$10.64 per hour without health benefits (to be adjusted annually); (2) at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and (3) at least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.

**EMPLOYEE INFORMATION**

A contractor is required to provide to the OCC the following information within 10 days of contract execution:

- A copy of your most recent payroll. Attach it to this form and indicate on the payroll which employees are working on this City contract.
- If health benefits (such as medical, dental, vision, mental health, and disability insurance) are provided to employees, submit a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits. Indicate how much, if any, employees pay for co-premiums.
- A copy of your company's current paid and unpaid time off policy for the employees working on the City contract.

Failure to comply with these requirements will result in withholding of payments by the City Controller, or a recommendation to the awarding authority for contract termination. All information submitted is subject to verification, and false information may result in contract termination.

**NOTE:** Payrolls and health benefits information need not be submitted if all employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below and sign as requested.

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

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

Tony Miller  
Print Name of Person Completing This Form

[Signature]  
Signature of Person Completing This Form

VP HR  
Title

1-3-07  
Date

### CITY OF LOS ANGELES

Department of Public Works - Bureau of Contract Administration - Office of Contract Compliance  
 1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
 Phone: (213) 847-1922 – Fax: (213) 847-2777

Name of Contractor: EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC.

Contact Person: JEFF JOHNSON Phone Number: 951-826-3229

Awarding City Department: PW/Sanitation Contract Number: \_\_\_\_\_

A contractor must provide to the Office of Contract Compliance (OCC) a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.

I have no subcontractors working on this City contract. (Sign at the bottom of page 2)

#### SUBCONTRACTOR INFORMATION FORM

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

SUBCONTRACTOR INFORMATION (cont.)

Contractor Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_ City Department: \_\_\_\_\_

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

ROBERT JUDD

Print Name of Person Completing This Form

5/30/07

Date

*Robert Judd*

Signature of Person Completing This Form

VP: OPERATIONS

Title

**EXHIBIT I**

**NONDISCRIMINATION/EQUAL**  
**EMPLOYMENT**  
**PRACTICES/AFFIRMATIVE ACTION**  
**FORMS**

CITY OF LOS ANGELES

Awarding Dept.: PW Sanitation  
 Dept. Contact: Charles Lee  
 MS: 939 OCC#: (310) 648-5450

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

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

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

E. Equal Employment Opportunity Officer:  
 Please be advised that Tim Miller VP of Human Resources is hereby  
NAME OF DESIGNEE TITLE  
 designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:  
200 Beta Dr. Pittsburgh, PA 15238 (412) 963-4484  
WORK ADDRESS TELEPHONE

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

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

Emerson Process Management  
Power and Water Solutions  
COMPANY NAME  
200 Beta Drive  
ADDRESS  
Pittsburgh, PA 15238  
CITY, COUNTY, STATE, ZIP

[Signature]  
AUTHORIZED SIGNATURE  
Tim Miller VP Human Resources  
NAME AND TITLE (TYPE OR PRINT)  
(412) 963-4484 03/19/2009  
TELEPHONE DATE

PRIME  SUB  ICA Form (6/08)

**TOTAL COMPOSITION OF WORK FORCE**

OCC#

Contractor: Emerson Process Management PMS Project Title City of LA Service Agreement Length of Contract 5 year  
 Contractor Address 200 Beta Dr. Pittsburgh, PA Work Force as of (Date) 781 *(If you have no employees, write "no employee at this time.")*

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

**FOR NON-CONSTRUCTION PROJECTS**

OCCUPATION	FOR NON-CONSTRUCTION PROJECTS															
	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official & Managers	4		3		8				93		108		13.9		97	11
Professionals	20		11		44		1		360		436		17.4		388	48
Technicians	7								75		82		8.5		71	11
Skilled Workers	1		1		3				45		50		10.0		46	4
Office / Clerical	6								50		56		10.7		9	47
Semi-Skilled	14								35		49		28.6		35	14
Laborers (Unskilled)																
Service Workers																
TOTAL	52		15		55		1		658		781		15.7		614	167

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

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

**Sec. 10.8.3. Equal Employment Practices Provisions.**

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

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

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

**Sec. 10.8.4. Affirmative Action Program Provisions.**

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

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

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

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

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

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

1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

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

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

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

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

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

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

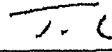
- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training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

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

03/19/2009

DATE  
Emerson Process Management  
Power and Water Solutions  
FIRM NAME

A-7

  
OFFICER'S SIGNATURES

Tim Miller VP of Human Resources  
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

**EXHIBIT J**

**CERTIFICATION REGARDING**  
**COMPLIANCE WITH EQUAL**  
**BENEFITS ORDINANCE AND**  
**SLAVERY DISCLOSURE ORDINANCE**

**COMPLIANCE**

**CITY OF LOS ANGELES**  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S. Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
 Phone: (213) 847-1922 - Fax: (213) 847-2777

**EQUAL BENEFITS ORDINANCE COMPLIANCE FORM**

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: PW/Bureau of Sanitation Contact/Phone: Charles Lee / (310) 648-1750

**SECTION 1. CONTACT INFORMATION**

Company Name: Emerson Process Management Power and Water Solutions  
 Company Address: 200 Beta Drive  
 City: Pittsburgh State: PA Zip: 15231  
 Contact Person: TIM MILLER Phone: 412-963-4000 Fax: \_\_\_\_\_

I am a one-person contractor, and I have no employees.  Yes  No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: 685

Are any of your employees covered by a collective bargaining agreement or union trust fund?  Yes  No

**SECTION 2. COMPLIANCE QUESTIONS**

Has your company previously submitted a Compliance Form and all supporting documentation?  Yes  No  
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	<b>Health Insurance (List Name of Carrier(s))</b>				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	<b>Dental Insurance (List Name of Carrier(s))</b>				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	<b>Vision Plan (List Name of Carrier(s))</b>				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## COMPLIANCE

**YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED.** Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. **Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. **Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. **Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
  - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

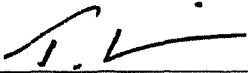
### SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

#### DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 31 day of May, in the year 2007, at Pittsburgh, PA  
(City) (State)

  
\_\_\_\_\_  
Signature

Tim Miller  
\_\_\_\_\_  
Name of Signatory (please print)

Vice President, Human Resources  
\_\_\_\_\_  
Title

200 Beta Drive  
\_\_\_\_\_  
Mailing Address

Pittsburgh, PA 15231  
\_\_\_\_\_  
City, State, Zip Code

431811446  
\_\_\_\_\_  
Federal ID Number

**CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement \_\_\_\_\_ Department Contact Person \_\_\_\_\_

**AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS**

1. I, ROBERT JUDD, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:  
EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. 43-1811446  
 Company Name Phone Federal ID #  
200 BETA DRIVE PITTSBURGH, PA 15238 412-963-4000  
 Street Address City State Zip

3. Has the Company submitted the SDO Affidavit previously?  NO  YES Date of prior submission: \_\_\_\_\_  
 If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in 1998 (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on 5/30/09 at PITTSBURGH PA  
 (Date) (City) (State)

Signature: Robert A. Judd Title: VP, WW Supply Chain Distribution & Logistics

**DEFINITIONS**

**Awarding Authority** means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Benefit Offerings  
For  
State of California Residents  
Domestic Partner Policy**

Emerson Process Management seeks to promote acceptance of diversity. In light of this goal, the benefits provided to domestic partners are the same benefits as provided to spouses of legally married employees.

Domestic partners are persons who:

- Are at least 18 years of age
- Are competent to contract at the time the domestic partnership statement is completed.
- Are not legally married to any person
- Are each other's sole domestic partner
- Share permanent residence

Domestic partners must have at least three of the following:

- Joint lease, mortgage, or deed
- Joint ownership of vehicle
- Joint ownership of a checking account or credit account
- Designation of the domestic partner as beneficiary for the employee's life insurance or retirement benefits
- Shared household expenses.

Registration of a domestic partnership will be required for coverage under the group health, dental, vision, and dependent life/AD&D benefits. In addition, this information will be used to determine eligibility for: Bereavement leave, Family and Medical Leave, Parental Leave, Relocation & Travel, Company Discounts, Facilities and Events, and Credit Union Membership

- An employee who wishes to register a domestic partnership needs to contact the Human Resources Department for information and the registration form. Upon receipt of a properly completed form, the Department will consider the Partnership registered as of the date of the signature on the form.

- Children of domestic partners are eligible for benefits under the same conditions as are the children of employee's legal spouses. Pursuant to the terms of the plan document.
- Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.
- Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses and their enrolled dependents receive for group continuation of health coverage through COBRA and/or individual conversion.
- An employee may terminate a domestic partnership by notifying Human Resources in writing of the termination of the domestic partnership within thirty days of its termination. (The same guideline exists for married couples that divorce.) The employee must then wait six months from the date of the notice before registering another domestic partnership, except in either of the following cases:
  - The employee is registering the same domestic partnership within thirty days notification of the termination of that domestic partnership, or
  - The employee's former domestic partnership was dissolved through the death of the employee's domestic partner.

The tax consequences of a domestic partnership are the responsibility of the employee, not the company. Under the Internal Revenue Code, an employee is not taxed on the value of benefits provided by an employer to an employee's spouse or dependent. However, the IRS has ruled that a domestic partnership does not qualify as a spouse.

The value of benefits provided to an employee's domestic partner (and the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code. This company will treat the value of the benefits provided to the employee's domestic partner (and the domestic partner's eligible children, if any) as part of the employee's income and will withhold the taxes on the value of those benefits from the employee's paychecks.

## COMPLIANCE

CITY OF LOS ANGELES  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

### DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

**Health, Dental, Vision Insurance:** A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

**Pension/401(k) Plans:** Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

**Bereavement Leave:** Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

**Family Leave:** Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

**Parental Leave:** Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

**Employee Assistance Program (EAP):** The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

**Relocation & Travel:** Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

**Company Discounts, Facilities & Events:** Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

**Credit Union:** Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

**Child Care:** Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

**Other Benefits:** Documentation of any other benefits listed to indicate that they are offered equally.

**PROVISIONAL COMPLIANCE**

**CITY OF LOS ANGELES**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

**APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

**COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE.** Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance ("OCC"). (This form must be submitted with the EBO Compliance Form OCC/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

N/A **A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS**

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

\_\_\_\_\_ - Date domestic partner (same and different sex) coverage will become effective.

**You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and different-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.**

N/A **B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION**

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the OCC, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include personnel policy revisions and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. **Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.**

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If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

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**CITY OF LOS ANGELES**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

**INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS**

1. **Start with the Equal Benefits Ordinance (EBO) Compliance Form (Form OCC/EBO-1).** Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate the benefit is not offered.

If your company currently does not offer equal benefits to employees with spouses and employees with same or different sex domestic partners, you may, on page two of the EBO Compliance Form, request one of the following by checking the appropriate box on the form:

- a. **Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form OCC/EBO-3) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit supporting documentation to verify why additional time is needed.
  - b. **Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form OCC/EBO-2) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.
  - c. **Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Department of Public Works, Office of Contract Compliance for additional information. Check the appropriate box on the EBO Compliance Form (Form OCC/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.
2. **Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form OCC/EBO-1).

**Unless otherwise specified in the RFB/RFP/RFQ, you do not need to submit supporting documentation with the bid or proposal.** However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. **If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.**

3. **Submit the EBO Compliance Form (Form OCC/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.
4. **The forms and documentation will be forwarded to the Office of Contract Compliance for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.

**EXHIBIT K**

**CONTRACTOR EVALUATION**  
**ORDINANCE**

ORDINANCE NO. 173018

An ordinance amending Chapter 1 of Division 10 of the Los Angeles Administrative Code to add Article 13 in order to implement a contractor evaluation program and to establish data bases on contractor performance.

THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:

Section 1. A new Article 13 is hereby added to Chapter 1 of Division 10 of the Los Angeles Administrative Code to read:

ARTICLE 13

CITY CONTRACTOR EVALUATIONS

Sec. 10.39. Purpose.

Each year the City spends millions of dollars contracting for the delivery of products and services from private sector contractors. The prudent expenditure of public dollars requires that the City's procurement process result in the selection of qualified and responsible contractors. While most products and services are delivered in accordance with the terms of the contract, there are exceptions. Accordingly, the contractor's prior performance on City contracts would be particularly important to know. Therefore, the purpose of this Article is to implement a contractor evaluation program and establish data bases on contractor performance. The contractor evaluation program will assure that contractors are routinely evaluated in accordance with approved criteria and that this evaluative data is catalogued and readily accessible to and considered by contract awarding authorities prior to entering into contracts.

Sec. 10.39.1 Definitions.

(a) "Awarding Authority" means the City Council or any agency or official of the City that is authorized to award or enter into any contract for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles, and shall include departments which have control of their own funds and which adopt policies consonant with the provisions of this Article.

(b) "Contract" means any agreement, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to the City or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles.

(c) "Contractor" means any person, firm, corporation, partnership, association or any combination thereof, who enters into a contract with any awarding authority of the City of Los Angeles.

#### Sec. 10.39.2 Evaluation of City Personal Services Contractors.

(a) The Office of the City Administrative Officer, and after July 1, 2000, the Office of Administrative and Research Services, shall develop proposed rules and regulations for contract awarding authorities to follow in evaluating, documenting and reporting performance of contractors under personal services contracts. The proposed rules and regulations shall be submitted to the City Council for consideration and shall become final upon their approval by the Council.

(b) The Office of the City Administrative Officer, and after July 1, 2000, the Office of Administrative and Research Services, shall collect and maintain evaluative data on contractor performance under personal services contracts and establish a data base containing that evaluative data. Evaluative data shall include, but not be limited to: quality of work product or service performed; timeliness of performance; compliance with budget; and expertise of personnel assigned to the contract.

(c) Each contract awarding authority shall evaluate, document and report contractor performance under personal services contracts in accordance with the rules and regulations adopted pursuant to subsection (a).

(d) Each contract awarding authority shall consider information contained in the data base maintained by the Office of the City Administrative Officer, and after July 1, 2000, by the Office of Administrative and Research Services, in evaluating proposals and/or conducting reference checks on prospective contractors prior to awarding personal services contracts.

#### Sec. 10.39.3. Evaluation of City Purchasing Contractors

(a) The Department of General Services shall develop proposed rules and regulations for contract awarding authorities to follow in evaluating, documenting and reporting performance of contractors under purchasing contracts. The proposed rules and regulations shall be submitted to the City Council for consideration and shall become final upon their approval by the Council.

(b) The Department of General Services shall collect and maintain evaluative data on contractor performance under purchasing contracts and establish a data base containing that evaluative data. Evaluative data shall include, but not be limited to: quality of goods supplied or services performed; timeliness of delivery; accuracy of quantity delivered; and accuracy of billing.

(c) Each contract awarding authority shall evaluate, document and report contractor performance under purchasing contracts in accordance with the rules and regulations adopted pursuant to subsection (a).

(d) Each contract awarding authority shall consider information contained in the data base maintained by the Department of General Services in determining bidder responsibility prior to awarding purchasing contracts. Bidder responsibility shall be determined in accordance with applicable law.

#### Sec. 10.39.4. Evaluation of City Construction Contractors.

(a) The Board of Public Works shall develop proposed rules and regulations for contract awarding authorities to follow in evaluating, documenting and reporting performance of contractors under construction contracts. The proposed rules and regulations shall be submitted to the City Council for consideration and shall become final upon their approval by the Council.

(b) The Board of Public Works shall collect and maintain evaluative data on contractor performance under construction contracts and establish a data base containing that evaluative data. Evaluative data shall include, but not be limited to: quality of work product; timeliness of performance; compliance with budget; and expertise of personnel assigned to the contract.

(c) Each contract awarding authority shall evaluate, document and report contractor performance under construction contracts in accordance with the rules and regulations adopted pursuant to subsection (a).

(d) Each contract awarding authority shall consider information contained in the data base maintained by the Board of Public Works in determining bidder responsibility prior to awarding construction contracts. Bidder responsibility shall be determined in accordance with applicable law.

Sec. 10.39.5. When the City Council is the contract awarding authority, the City agency or official that will administer the contract shall consider information contained in the appropriate data base before recommending the award of a contract to the City Council and shall be responsible for evaluating, documenting and reporting the contractor's performance.

#### Sec. 10.39.6. Application of Article.

(a) Proposed rules and regulations for evaluating, documenting and reporting contractor performance shall be submitted to the City Council for consideration within sixty days after the effective date of this Article.

(b) This Article shall be applicable to all contracts in existence at the time of or entered into after the rules and regulations for evaluating, documenting and reporting contractor performance for that type of contract have been approved by the City Council.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of DEC. 22 1999

J. MICHAEL CAREY, City Clerk

Approved DEC 22 1999

By *[Signature]*  
Deputy  
*[Signature]*  
MAYOR

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By *[Signature]*  
NOREEN VINCENT  
Assistant City Attorney

File-No.  
50024

ET AL  
98-0650

**EXHIBIT L**

**CONTRACTOR RESPONSIBILITY**  
**ORDINANCE**

**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE**

**CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM**

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

**1. Information Regarding Proposed Contract**

Project Name/Description: 4707

RFB/RFQ/RFP # (if any):

Date RFB/RFQ/RFP Released:

Procuring Dept.: SANITATION

Mail Stop #: 520

Name of Dept. Contact: TJ KNIGHT

Phone: (213) 485-2967

**2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:**

Company Name: EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS INC

Company Address: 200 BETA DRIVE

City: PITTSBURGH

State: PA

Zip: 15238

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

**FOR DAA USE ONLY - VERIFICATION REGARDING RECEIPT**

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/5/07.

The Questionnaires were processed by:

Dept. of Public Works for Construction Contracts and  Contracts

Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature  Date 10/5/07

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. 200 BETADRIVE PITTSBURGH PA 15238
412-963-4000

Signature of Officer or Authorized Representative: Robert Judd Date: 5/30/07

Print Name and Title of Officer or Authorized Representative: ROBERT JUDD VP-OPERATIONS

Awarding City Department: Public Works / Bureau of Sanitation Contract Number:

**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.  
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

Public Works / Bureau of Sanitation      Charles Lee      (310) 648-5450  
City Department/Division Awarding Contract      City Contact Person      Phone

City Bid or Contract Number (if applicable) and Project Title

**BIDDER/CONTRACTOR INFORMATION**

EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC

Bidder/Proposer Business Name  
200 BETA DRIVE      PITTSBURGH      PA      15238

Street Address      City      State      Zip  
JEFF JOHNSON, SALES      951-826-3229      951-686-9898  
Contact Person, Title      Phone      Fax

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated 6 / 22 / 06.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated       /      /       was submitted by the firm. Attach a copy of that Questionnaire and sign below.

ROBERT J. JUDD VP. OPER.      Robert J. Judd      5/31/07  
Print Name, Title      Signature      Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 13

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: 1 / 30 / 98 State of incorporation: DELAWARE

List the corporation's current officers.

President: R. YEAGER  
Vice President: R. SPELLMAN; R. JUDD, B. BROWNLEE  
Secretary: J. JENSEN  
Treasurer: R. NELSEN (NOT AN OFFICER)

VP. FINANCE

Check the box only if your firm is a publicly traded corporation.  
List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed.  
Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company:** Date of formation: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_  
List members who own 5% or more of the company. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_  
List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_/\_\_\_/\_\_\_  
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years.  
Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_/\_\_\_/\_\_\_  
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes     No    WHOLLY OWNED SUBSIDIARY OF EMERSON ELECTRIC CO.,  
WHO IS A PUBLICLY TRADED COMPANY.

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes     No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes     No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes     No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

Yes  No

If Yes, explain the circumstances on Attachment B.

**E. PERFORMANCE HISTORY**

7. How many years has your firm been in business?

52 Years.

(UNDER VARIOUS OWNERSHIPS)

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes  No

If, Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date. (THE ONLY INFORMATION AVAILABLE IS)

ATTACHED

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date. (INFORMATION NOT AVAILABLE)

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

**F. DISPUTES**

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes  No

(b) Work performance on a contract?

Yes  No

(c) Employment-related litigation brought by an employee?

Yes  No

14. Does your firm have any outstanding judgements pending against it?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

**G. COMPLIANCE**

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes  No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes  No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes  No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

ROBERT JUDD VP- OPERATIONS *Robert A. Judd* 5/31/07  
Print Name, Title Signature Date

## ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page 1

SEE ATTACHED LIST OF PROJECTS THAT THE CITY OF LA HAS  
PLACED ON EMERSON PWS, PITTSBURGH, PA . PLEASE NOTE THAT  
LIST MAY NOT BE 100% ACCURATE.

## ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 8

KIEWIT INDUSTRIAL Co.  
ESC ONDIDO, CA 92029

LATE SHIPMENT OF CONSOLE, AMOUNT PAID @ 45,000.

**ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16**

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

**California's Department of Justice****LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**EXHIBIT M**

**NOTICE OF PROHIBITION AGAINST  
RETALIATION**

**CITY OF LOS ANGELES  
CALIFORNIA**



**ANTONIO VILLARAIGOSA  
MAYOR**

**NOTICE TO EMPLOYEES  
WORKING ON CITY CONTRACTS  
RE: LIVING WAGE ORDINANCE AND  
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-1922.

**CITY OF LOS ANGELES  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90015  
Phone: (213) 847-1922 – Fax: (213) 847-2777**

**EXHIBIT N**

**MUNICIPAL LOBBYING**  
**ORDINANCE/BIDDER**  
**CERTIFICATION**



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

## Bidder Certification CEC Form 50

Bid/Contract Number:

Department:  
 PUBLIC WORKS/SANITATION

Name of Bidder: EMERSON PROCESS MANAGEMENT  
 POWER & WATER SOLUTIONS, INC.

Phone: 412-963-4000

Address:

200 BETA DRIVE PITTSBURGH, PA 15238

Email:

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: 10/22/07

Signature: R.W. Spellman

Name: R.W. SPELLMAN

Title: VP

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

**PROFESSIONAL LIABILITY CERTIFICATE  
FOR THE CITY OF LOS ANGELES**

2. Issue Date (mm/dd/yy)

3. **Producer**

Telephone

5. **Type of Insurance: Errors and Omissions**

6. **Policy Information**

Insurer:

Policy No.

Policy Period:

Retroactive Date:

Extended Discovery Period:

4. **Named Insured**

7. \_\_\_ Deductible - Self-Insured Retention of \$ \_\_\_\_\_ with a stop-loss cap of \$ \_\_\_\_\_ applies to each claim.

8. **Liability Limits (in thousands of dollars)**

Each Claim	Each Occurrence	Aggregate

9. **Nature of Professional Services Insured:**

10. **Applicability.** This insurance pertains to the following specific City Contracts or Projects:

In addition, this insurance applies to all other written agreements in force between the insured and the City of Los Angeles unless Checked here \_\_\_\_\_ in which case coverage is restricted to only the above-mentioned agreements.

11. **Other Provisions:**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter applied thereto, it is agreed as follows:

12. **Contractual Liability.** The insurance afforded by this policy shall apply also to the liability assumed by the Insured under the contract with the City of Los Angeles as noted in item 9 above, provided that such liability results from an error, omission or negligent act of the insured.

13. **Subcontractors.** This coverage \_\_\_ does \_\_\_ does not extend to subcontractors of the Named Insured under the contract with the City of Los Angeles.

14. **Service of Suit.** The underwriters will submit as necessary to any court of competent jurisdiction in California and all matters arising thereunder will be determined in accordance with the law and practice of such court. Service of process may be made upon the California Insurance Commissioner, 600 South Commonwealth Avenue, Los Angeles, CA 90005 or upon:

The above-named are authorized and directed to accept service of process on behalf of the insurer as its true and lawful attorney and to give a written undertaking to the Insured that they will enter a general appearance upon the Insurer's behalf in the event that any action, suit or proceeding shall be instituted.

15. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.**

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.

16. **City Department/Bureau**

17. **Authorized Representative**  Broker/Agent  Underwriter

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature \_\_\_\_\_  
(Authorized Representative)

Telephone: \_\_\_\_\_ Date Signed \_\_\_\_\_

**GENERAL LIABILITY CERTIFICATE**  
FOR THE CITY OF LOS ANGELES

2. Issue Date (mm/dd/yy)

3. Producer

Telephone:

5. Policy Information

Carrier:

Policy No.:

Policy Period:

Coverage Trigger (Check one):  Occurrence  Claims Made

Check  if Loss Adjustment Expense is included in Limits

4. Named Insured

6.  Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_

with a stop loss cap of \$ \_\_\_\_\_ applies to \_\_\_\_\_

coverage.  Per occurrence  Per Claim

7. **Applicability** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here  in which case only the following specific agreements and permits with the City of Los Angeles are covered:

City Agreement/Permit No.:

8. Type of Insurance

**General Liability (Check one)**

Commercial General Liability

Comprehensive Form (1973 Occurrence) (Retroactive Date)

10. **Other Provisions:** (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc.)

Coverage	Liability Limits in Thousands \$	
	Each Occurrence	Aggregate
<input type="checkbox"/> Premises/Operations		
<input type="checkbox"/> Underground & Collapse Hazard		
<input type="checkbox"/> Products/Completed Operations		
<input type="checkbox"/> Contractual		
<input type="checkbox"/> Independent		

11. **Claims:** Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter applied thereto, it is agreed as follows:

12. **Additional Insured.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.

13. **Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

14. **Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

15. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.**

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.

9. Certificate Holder

16. City Department/Bureau

17. Authorized

**Representative**  Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature \_\_\_\_\_

(Authorized Representative)

Telephone: \_\_\_\_\_

Date Signed \_\_\_\_\_

**LIABILITY CERTIFICATE**

FOR THE CITY OF LOS ANGELES

FORM LA-1 (1/1/77)

2. Issue Date (mm/dd/yy)

3. Producer

Telephone

5. Policy Information

Carrier:

Policy No.:

Policy Period:

Check here if policy is continuous until cancelled

4. Named Insured

6.  Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_ applies to liability coverage.

7. **Applicability** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here  in which case only the following specific agreements and permits with the City of Los Angeles are covered:  
City Agreements/Permits

8. Type of Insurance

**Automobile Liability**

9. Coverages

- Any Auto
- All Owned Autos (Priv. Pass.)
- All Owned Autos (Other than
- Hired Autos Priv. Pass.)
- Non-Owned Autos
- Garage Liability

10. Liability Limits in Thousands \$

Bodily Injury (per person)	\$
Bodily Injury (per accident)	\$
Property Damage	\$
BI & PD	\$
Combined	\$

11. **Other Provisions:** (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

12. **Claims:** Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter is applied thereto, it is agreed as follows:

13. **Additional Interest.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the ownership, maintenance or use of the insured vehicles being operated by or on behalf of the Named Insured.

14. **Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

15. **Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

16. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012**

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate applies.

Certificate Holder

17. City Department/Bureau

18. Authorized

Representative  Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature \_\_\_\_\_  
(Authorized Representative)

Telephone: \_\_\_\_\_ Date Signed \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATE**

City of Los Angeles

2. Issue Date (mm/dd/yy)

**3. Producer**

Telephone

**5. Policy Information**

Carrier:

Policy No.:

Policy Period:

**4. Named Insured**

**6. Applicability** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here  in which case only the following specific agreements and permits with the City of Los Angeles are covered:

City Agreement/Permit No.:

**Workers' Compensation**

9. Includes (check as applicable):

- Waiver of Subrogation against the City.
- Longshore and Harbor Workers.
- \_\_\_\_\_

Liability Limits in Thousands \$

\$  
Statutory  
(Each Accident)  
(Disease-Policy Limit)  
(Disease-Each Employee)

Workers' Compensation  
and  
Employer's Liability

**10. Other Provisions.** (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

**11. Claims:** Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter is applied thereto, it is agreed as follows:

**12. Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.**

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.

**13. City Department/Bureau**

**14. Authorized**

**Representative**  Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature \_\_\_\_\_  
(Authorized Representative)

Telephone: \_\_\_\_\_ Date Signed \_\_\_\_\_

City of Los Angeles  
**Applicant's Declaration of Self-Insurance**

It is hereby RESOLVED that:

Name and Address of Organization:
-----------------------------------

which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:

**Declaration**

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (Place)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:

MARSH

**Alana S. (Ginger) Krieshok**

Marsh USA Inc.  
701 Market Street, Suite 1100  
St. Louis, Missouri 63101-1830  
314 342 2670 Fax 314 342 2675  
alana.s.krieshok@marsh.com  
www.marsh.com

January 25, 2007

City of Los Angeles  
Department of Water and Power  
Risk Management Section  
PO Box 51111, Room 465  
Los Angeles, CA 90051-0100

Subject:

**Emerson Electric Co. Casualty Renewal 7/1/06  
Power & Water Solutions/Liebert Global Services**

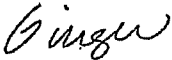
Gentlemen:

Attached is Certificate of Insurance setting out evidence of Auto, General Liability and Workers' Compensation for the captioned Emerson Electric entities. The City's Special Endorsements have been executed by Old Republic Insurance Company and are included.

In the past, the Department of Water and Power, at Emerson Risk Management's request, has accepted one set of endorsements for work done by all Emerson entities during the policy period, even though the endorsement specifies Power & Water Solutions. At this time, Liebert Global Services would also fall under this evidence of coverage.

I apologize for the lateness in getting these endorsements to you. We were awaiting receipt of the Auto renewal and it has just been delivered. Thank you for your patience.

Sincerely,



Ginger Krieshok  
Risk Management/Casualty

Att.

C: Ann Harshman/Power & Water Solutions  
Ros Holmes/Liebert Global Services

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
CHI-001650816-03

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.
	<b>COMPANIES AFFORDING COVERAGE</b>
EMERS -ALL--06/07                      PWS	COMPANY <b>A OLD REPUBLIC INSURANCE CO</b>
<b>INSURED</b> Emerson Electric Co. and all Subsidiary Companies 8000 West Florissant Avenue P. O. Box 4100 St. Louis, MO 63136-8506	COMPANY <b>B</b>
	COMPANY <b>C</b>
	COMPANY <b>D</b>

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	MWZY57265	07/01/06	07/01/07	GENERAL AGGREGATE \$ 6,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ EXCLUDED	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 6,000,000	
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 6,000,000	
	<input checked="" type="checkbox"/> Excl. Products/				FIRE DAMAGE (Any one fire) \$ 6,000,000	
	<input checked="" type="checkbox"/> Excl. Compl Ops				MED EXP (Any one person) \$ 5,000	
A	AUTOMOBILE LIABILITY	MWTB19617	07/01/06	07/01/07	COMBINED SINGLE LIMIT \$ 6,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO					OTHER THAN AUTO ONLY: \$
						EACH ACCIDENT \$
		AGGREGATE \$				
			EACH OCCURRENCE \$			
			AGGREGATE \$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWC111866 00	07/01/06	07/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 6,000,000	
					EL DISEASE-POLICY LIMIT \$ 6,000,000	
					EL DISEASE-EACH EMPLOYEE \$ 6,000,000	
	OTHER					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 Emerson Process Management/Power & Water Solutions/Emerson Network Power/Liebert Global Services divisions of Emerson Electric  
 See reverse/attached

<b>CERTIFICATE HOLDER</b>  City of Los Angeles DWP <i>Bureau of Sanitation</i> Risk Management Section P. O. Box 51111, Rm. 465 Los Angeles, CA 90051-0100	<b>CANCELLATION</b> SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.
	MARSH USA INC. BY: Alfred A. Peterfeso <i>Alfred A. Peterfeso</i>
	MM1(3/02)                                      VALID AS OF 01/25/07

**WORKER'S COMPENSATION/EMPLOYER'S LIABILITY - SPECIAL ENDORSEMENT  
DEPARTMENT OF WATER AND POWER  
CITY OF LOS ANGELES**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements in force with the Department of Water and Power unless checked here  in which case only the following specific agreements with the Department of Water and Power are covered: \_\_\_\_\_
  
2. **CANCELLATION NOTICE.** With respect to the interests of the Department of Water and Power, this insurance shall not be cancelled, materially reduced in coverage or limits, or non-renewed unless thirty (30) days prior written notice by receipted delivery is given to the City Attorney of Los Angeles addressed as follows: Office of the City Attorney, Water and Power Division, 111 N. Hope St., Room 340, Los Angeles, California 90012.
  
3. **MAILING ADDRESS.** Completed endorsements will be sent to the Department of Water and Power addressed as follows:  
Los Angeles Department of Water and Power  
Risk Management Section  
P. O. Box 51111, RM. 465  
Los Angeles, California 90051-0100

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I, Sharon Abel (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company to this endorsement.

4. Signature *[Signature]* 5. ORGANIZATION: Old Republic Insurance Company  
 Authorized Representative (original signature required on copy furnished to the City Attorney)  
 ADDRESS: 445 S. Moorland Road, Ste. 300  
Brookfield, WI 53005  
 TITLE: AVP Account Manager Director TELEPHONE: (262) 797-4217

6. Type of Coverage	7. Limits of Liability	8. Policy Period
Worker's Compensation	Statutory	From 7-1-06 To 7-1-07
Employer's Liability	<u>\$1,000,000</u>	

9. Coverage includes (check as applicable):
- Broad Form All States Endorsement  Jones Act
- Voluntary Compensation Endorsement  Outer Continental Shelf Endorsement
- United States Longshoremen's and Harbor Workers' Compensation Act  Waiver of Subrogation\* if required by written contract

\* Waiver of Subrogation - The company agrees to waive all rights of subrogation against the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, and their officers, agents and employees.

10. Other Provisions: (Please note on reverse side)

11. Named Insured and Address Emerson Electric Co. and All Subsidiaries including Power & Water Solution, 8000 W. Florissant Ave., St. Louis, MO 63136			
12. Insurance Company Old Republic Insurance Company	13. Policy Number MWC11866 00	14. Endorsement No.	15. Effective Date of Endorsement 7-1-06

**AUTOMOBILE LIABILITY – ADDITIONAL INSURED ENDORSEMENT  
CITY OF LOS ANGELES  
DEPARTMENT OF WATER AND POWER**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED:** The City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, the Department of Water and Power, their officers, agents, and employees are included as insureds with regard to liability and defense of claims arising from the ownership, maintenance, or use of the insured vehicles being operated by or on behalf of the Named Insured.
2. **CONTRIBUTION NOT PERMITTED:** Any other insurance maintained by the Department of Water and Power shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST:** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the insurer's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE:** With respect to the interests of the Department of Water and Power, this insurance shall not be cancelled, materially reduced in coverage or limits, or nonrenewed unless thirty (30) days' prior written notice by receipted delivery is given to the City Attorney of Los Angeles addressed as follows: Office of the City Attorney, Water and Power Division, 111 N. Hope Street, Room 340, Los Angeles, California 90012.
5. **APPLICABILITY:** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements in force with the Department of Water and Power unless checked here , in which case only the following specific agreements with the Department of Water and Power are covered:

6. **MAILING ADDRESS:** Completed endorsements will be sent to the Department of Water and Power as follows:

Los Angeles Department of Water and Power  
Risk Management Section  
P.O. Box 51111, Rm. 465  
Los Angeles, California 90051-0100

7. **CLAIMS:** Claims should be reported to:

Crawford & Company  
One CityPlace, Suite 500  
St. Louis, MO 63141

Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

I, Sharon Abel (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

8. Signature *Sharon W. Abel*  
Authorized Representative (original signature  
required on copy furnished to the City Attorney)

9. ORGANIZATION Old Republic Insurance Company

ADDRESS 445 S. Moorland Rd., Ste. 300  
Brookfield, WI 53005

TITLE AVP Acct. Mgmt. Director

TELEPHONE (262) 797-4217

10. Type of Coverage  Auto Liability	11. Limits of Liability  6,000,000	12. Policy Period From To  7/1/06 7/1/09	<input type="checkbox"/> A Deductible of \$ _____ <input type="checkbox"/> A Self-insured Retention of \$ _____ Applies <input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence For _____ (which coverages)
13. Coverage includes (check as applicable): <input type="checkbox"/> Owned Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-Owned Automobiles <input type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Any Auto		14. Other provisions (use reverse side, if necessary):	
15. Named Insured and Address: <u>Emerson Electric Co. and all Subsidiary Companies including Power &amp; Water Solutions, 8000 Florissant Ave., St. Louis, MO 63136</u>			
16. Insurance Company  Old Republic Insurance Company	17. Policy Number  MWTB 19617	18. Endorsement No.	19. Effective Date of Endorsement  7-1-06

**GENERAL LIABILITY - ADDITIONAL INSURED ENDORSEMENT  
CITY OF LOS ANGELES  
DEPARTMENT OF WATER AND POWER**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSUREDS:** The City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, the Department of Water and Power, their officers, agents, and employees are included as insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.
2. **CONTRIBUTION NOT PERMITTED:** Any other insurance maintained by the Department of Water and Power shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST:** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the insurer's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE:** With respect to the interests of the Department of Water and Power, this insurance shall not be cancelled, materially reduced in coverage or limits, or nonrenewed unless thirty (30) days' prior written notice by receipted delivery is given to the City Attorney of Los Angeles addressed as follows: Office of the City Attorney, Water and Power Division, 111 N. Hope Street, Room 340, Los Angeles, California 90012.
5. **APPLICABILITY:** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements in force with the Department of Water and Power unless checked here , in which case only the following specific agreements with the Department of Water and Power are covered:

6. **MAILING ADDRESS:** Completed endorsements will be sent to the Department of Water and Power as follows:

Los Angeles Department of Water and Power  
Risk Management Section  
P.O. Box 51111, Rm. 465  
Los Angeles, California 90051-0100

7. **CLAIMS:** Claims should be reported to:

Crawford & Company  
One CityPlace, Suite 500  
St. Louis, MO 63141

Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

I, Sharon Abel, (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company to this endorsement.

8. Signature: *Sharon W. Abel*  
Authorized Representative (original signature required on copy furnished to the City Attorney)

TITLE: AVP Account Manager Director

9. ORGANIZATION: Old Republic Insurance Company

ADDRESS: 445 S. Moorland Rd., Ste. 300  
Brookfield, WI 53005

TELEPHONE: (262) 797-3400

10. Coverage Includes (check as applicable):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Broad Form Property Damage *      | <input checked="" type="checkbox"/> Contractual Liability * |
| <input checked="" type="checkbox"/> Personal Injury *                 | <input type="checkbox"/> Owned Automobiles                  |
| <input checked="" type="checkbox"/> Premises and Operations *         | <input type="checkbox"/> Non-owned Automobiles              |
| <input type="checkbox"/> Explosion Hazard                             | <input type="checkbox"/> Hired Automobiles                  |
| <input type="checkbox"/> Collapse/Underground Hazard                  | <input type="checkbox"/> Pollution                          |
| <input type="checkbox"/> Watercraft Liability                         | <input type="checkbox"/> *Included in                       |
| <input type="checkbox"/> Garagekeeper's Legal Liability               | <input type="checkbox"/> <u>Commercial GL Policy</u>        |
| <input type="checkbox"/> Incidental Medical Malpractice               | <input type="checkbox"/>                                    |
| <input type="checkbox"/> Products/Comp. Ops. \$ _____                 | Aggregate   |
| <input checked="" type="checkbox"/> Independent Contractors *\$ _____ | Aggregate   |
| <input checked="" type="checkbox"/> Fire Legal Liability *\$ _____    | Sublimits   |

<p>11. Type of Coverage <input checked="" type="checkbox"/> Occurrence      <input type="checkbox"/> Claims Made - Retroactive Date</p>	<p>12. Limits of Liability Occurrence \$ <u>6,000,000</u>      Aggregate \$ <u>NA</u></p>	<p>13. Policy Period From <u>7/1/06</u> To <u>7/1/09</u></p>
<p>14. <input checked="" type="checkbox"/> Deductible      <input type="checkbox"/> Self-Insured Retention (check which) of \$ <u>6,000,000</u> applies to _____ coverage.      <input type="checkbox"/> Per Claim      <input checked="" type="checkbox"/> Per Occurrence</p> <p><input type="checkbox"/> Limits Include Defense Costs      <input type="checkbox"/> Deductible/Self-Insured Retention Includes Defense Costs</p>		
<p>15. Other provisions (use reverse side, if necessary):</p>		
<p>16. Named Insured and Address: <u>Emerson Electric Co. and all Subsidiary Companies including Power &amp; Water Solution, 8000 Florissant Ave., St. Louis, MO 63136</u></p>		
<p>17. Insurance Company <u>Old Republic Insurance Company</u></p>	<p>18. Policy Number <u>MWZY 57265</u></p>	<p>19. Endorsement No.  </p>
<p>20. Effective Date of Endorsement <u>7/1/06</u></p>		

FORM U

# ADDITIONAL INFORMATION

CHL001650816-03

DATE (MM/DD/YY)

01/25/07

PRODUCER	COMPANIES AFFORDING COVERAGE
<p>Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830</p> <p>EMERS -ALL-06/07      PWS</p>	<p>COMPANY E</p> <p>COMPANY F</p>
<p>INSURED</p> <p>Emerson Electric Co. and all Subsidiary Companies 8000 West Florissant Avenue P. O. Box 4100 St. Louis, MO 63136-8506</p>	<p>COMPANY G</p> <p>COMPANY H</p>

## TEXT

**General Liability**  
Liability claims arising out of Products/Completed Operations are Excluded.  
Products/Completed Operations Self Insured. Administered by Emerson Electric Co.

**Automobile**  
Auto Physical Damage Self Insured for Comprehensive and Collision with NIL Deductible. Administered by Crawford & Company.

See attached Special Endorsements.

## CERTIFICATE HOLDER

City of Los Angeles DWP  
Risk Management Section  
P. O. Box 51111, Rm. 465  
Los Angeles, CA 90051-0100

MARSH USA INC. BY

Alfred A. Peterfeso

*Alfred A. Peterfeso*

**DEPARTMENTAL DETERMINATION OF COVERAGE UNDER THE LIVING WAGE ORDINANCE (LWO)**  
**(TO BE COMPLETED BY THE AWARDING DEPARTMENT ONLY)**

This form must be completed by the awarding department to assist in determining if the contract is subject to the LWO. Attach the form to the proposed contract, lease, license, or Authority for Expenditure that includes a Letter of Agreement, submitted for review by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) and City Attorney. Contracts are presumed to be "subject" to the Ordinance so LWO contract language must be incorporated into all contracts, even for those contracts that the department determines to be exempt. If the department determines the contract is "not covered" or "exempt," such determination must be indicated on this form (and if so required, an Exemption form must also be attached to this Determination). After contract execution, the contract, this Determination Form, and any Certification of approved Exemption must be provided to the Office of Contract Compliance.

Department PW/SANITATION Dept. Rep. CHARLES LEE  
 Date 6/16/2008 Phone # (310) 648-5450  
 Contractor Emerson Process Management Contract # \_\_\_\_\_  
Power & Water Solutions

**Contracts, Leases, Licenses and City Financial Assistance Recipients (CFARs) Subject to the LWO**

	<u>LAAC</u>	<u>Covered</u>	<u>Not Covered</u>
Service contract (at least 3 months <u>and</u> over \$25,000)	10.37.1(j)	<u>X</u>	_____ (Attach approved LW-10)
Public leases or licenses	10.37.1(i)	_____	_____ (Attach approved LW-10)
501(c)(3) non-profit with childcare workers	10.37.1(g)	_____	
Financial assistance of more than \$1 Million in 12 months	10.37.1(c)	_____	
Financial assistance of \$100,000 or more (continuing)	10.37.1(c)	_____	

**Contracts, Leases, Licenses and City Financial Assistance Recipients (CFARs) Exempt from the LWO**

**Exemptions that DO NOT require OCC approval or Contractor Certification**

		<u>Exempt</u>	<u>Term</u>	<u>Amount</u>
Service contract (less than 3 months <u>or</u> \$25,000 or less)	10.37.1(j)	_____	_____	_____
Other governmental entity	10.37.1(g)	_____		
Purchase or rental of goods, equipment, property	10.37.1(j)	_____		
Construction contract	10.37.1(j)	_____		
Funded by Business Improvement District assessment money	Reg. 11	_____		
Financial assistance not for econ. development or job growth	10.37.1(c)	_____		
Financial assistance is below <u>both</u> LWO CFAR thresholds	10.37.1(c)	_____		
(a) Financial assistance must be less than \$1 Million in a 12-month period <u>AND</u>				
(b) Is less \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate)				

**Exemptions that require Contractor Certifications of Exemption from Living Wage (OCC/LW-13)**

501(c)(3) non-profit meets 8:1 salary test & no childcare workers	10.37.1(g)	_____	(Attach Certification)
One-person contractors, lessee/licensee, financial assistance recipients with no employees	10.37.1(f)	_____	(Attach Certification)

**Exemptions that require submission of an Application (OCC/LW-10 or OCC/LW-26) and OCC Approval of the Application**

Occupational license required	10.37.1(f)	_____	(Attach approved LW-10)
Collective bargaining agreement w/ supersession language	10.37.12	_____	(Attach approved LW-10)
Small business exemption for public lessee or licensee	10.37.1(i)	_____	(Attach approved LW-26)
City financial assistance recipient in first year of operation	10.37.1(c)	_____	(Attach approved LW-10)
City financial assistance recipient that employs long-term unemployed or provides training for permanent positions requesting hardship waiver	10.37.1(c)	_____	(Attach approved LW-10)

**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE**

**CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM**

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

**1. Information Regarding Proposed Contract**

Project Name/Description: 4707

RFB/RFQ/RFP # (if any):

Date RFB/RFQ/RFP Released:

Procuring Dept.: SANITATION

Mail Stop #: 520

Name of Dept. Contact: TJ KNIGHT

Phone: (213) 485-2967

**2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:**

Company Name: EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS INC

Company Address: 200 BETA DRIVE

City: PITTSBURGH

State: PA

Zip: 15238

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

**FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT**

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/5/07.

The Questionnaires were processed by:

Dept. of Public Works for Construction Contracts and ~~Service~~ Contracts  
 Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature *Seffy Wiles* Date 10/5/07

DEPARTMENT OF PUBLIC WORKS

SEP 26 2005

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
SEPTEMBER 26, 2005

  
Secretary

CD: ALL

AUTHORITY TO NEGOTIATE A SOLE SOURCE AGREEMENT WITH EMERSON  
PROCESS MANAGEMENT POWER & WATER SOLUTIONS INC. FOR WESTINGHOUSE  
WDPF II CONTROL SYSTEMS MAINTENANCE AND SUPPORT

RECOMMENDATION

Authorize the Director of the Bureau of Sanitation to negotiate a sole source agreement with Emerson Process Management Power and Water Solutions, Inc. to provide maintenance and support services for the WDPF II control systems hardware and software installed at the Hyperion Treatment Plant. The estimated yearly maximum cost of this agreement is one hundred sixty seven thousand dollars (\$167,000) with a maximum contract ceiling of five hundred and one thousand dollars (\$501,000) over the three-year life of the contract.

TRANSMITTAL

Copy of the waiver of MBE/WBE/OBE participation obtained from the Office of the Mayor on January 19, 2005.

DISCUSSION

**Background**

The Bureau of Sanitation (Bureau) utilizes Emerson Process Management Power and Water Solutions, Inc. (hereafter referred to as Emerson) WDPF II control systems hardware and software to monitor, control, and automate the wastewater treatment processes at the Hyperion Treatment Plant (HTP). This equipment and software is critical to the safe and efficient operation of the wastewater treatment facilities. The previous agreement with Emerson with the HTP for WDPF II control systems support and maintenance has expired. These facilities require that maintenance and support be retained to provide software license renewals, software support, documentation, and onsite maintenance support for this hardware and software. City staff do not have the ability to provide this support which is highly technical and related specifically to the proprietary nature of these products as developed by Emerson.

Emerson, as the manufacturer, is the only company capable of providing hardware and software maintenance support for the WDPF II control systems at the HTP. This hardware and software is proprietary to Emerson and only Emerson retains the staff, expertise and spare parts necessary to provide maintenance on these systems. Further, as Emerson has had a historical relationship with the Bureau for the installation and maintenance of WDPF II equipment and software at HTP, Emerson field engineers have specific knowledge and

PAGE 2

understanding of the WDPF II control systems installations at this plant. This expertise is especially critical during emergency situations when it is essential to restore the proper operation and function of the control system as quickly as possible. Failure to negotiate a maintenance agreement with Emerson will put the Bureau at risk, in that routine software upgrades will not be performed, timely replacement of failed or damaged components will be compromised, and there will be no guaranteed response by field service personnel in the event of a WDPF II control systems failure. For this reason the Bureau is requesting the Board authorize negotiation of this sole source Agreement with Emerson.

**Project Scope**

The project scope will include securing *Sure Service Maintenance* services of Emerson Process Management Power and Water Solutions, Inc. for the express purpose of providing required expertise necessary for the maintenance of WDPF II control systems hardware and software at the HTP. All service components are provided on a subscription basis. Additional support time, parts, and training may be purchased at a prorated cost. Maintenance and support services will include but not be limited to the following:

- 'EXPERT TELEPHONE SUPPORT' Telephone support line
- 'INTERNET INFORMATION ACCESS' Web based knowledge base
- 'REMOTE SYSTEM DIAGNOSTICS' Software troubleshooting
- 'SCHEDULED ON-SITE FIELD SERVICE' WDPF II control systems at the Hyperion Treatment Plant
- 'EMERGENCY ON-SITE FIELD SERVICE' WDPF II control system at the Hyperion Treatment Plant
- 'HARDWARE COMPONENT COVERAGE' at the Hyperion Treatment Plant
- 'WDPF II TRAINING FOR BUREAU PERSONNEL'

Purchase of spare parts as necessary to maintain and upgrade the system as required.

**Compliance With Mayor's Executive Directive 2001-26**

Emerson does not subcontract to or otherwise license any firm to perform maintenance services on WDPF II control systems hardware and software. Emerson does not license the manufacture, sale, or repair of WDPF II control systems hardware components to any OEM. Therefore, this contract provides no opportunities for MBE/WBE/OBE participation. A waiver of MBE/WBE/OBE Subcontractor Outreach Program was obtained from the Office of the Mayor dated January 19, 2005.

**Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this sole source agreement shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

**Contract Responsibility Ordinance**

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

**COST**

The estimated annual cost of the services provided under this contract is \$167,000 with the total over three years not to exceed \$501,000.

ITEM	ESTIMATED COST
Annual Maintenance - for three-year period	
1. Expert Telephone Support	\$31,494
2. Remote Systems Diagnostics	\$15,132
3. Internet Information Access	\$0
4. Scheduled On-Site Service (15 Days)	\$37,205
5. Emergency/Priority On-Site Service (6 Days)	\$19,502
6. Component Coverage	\$246,797
7. Training (12 Weeks)	\$32,786
Purchase of parts needed for system enhancement or expansion;	\$118,084
<b>TOTAL</b>	<b>\$501,000</b>

**City Requirements**

Emerson will comply with the following documents:

- Affirmative Action Plan/Non-Discrimination Equal Employment Opportunity
- Child Support Obligation Ordinance
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Insurance
- Certification of Compliance with the American Disabilities Act
- Pledge of Compliance with Contractor Responsibility Ordinance
- Slavery Disclosure Ordinance

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
SEPTEMBER 26, 2005

PAGE 4

City Charter 1022 compliance has been reviewed by the Personnel Department and has determined that contracting is in the best interest of the City.

**Contract Administration**

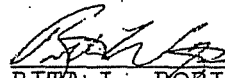
Responsibility for administration of this agreement will be with the Information and Control Systems Division of the Bureau of Sanitation.

STATEMENT AS TO FUNDING

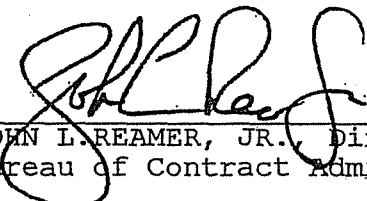
The cost estimate for the maintenance services required from Emerson \$501,000 and will be funded through the normal budgetary process.


( RBI VA WFB )

Respectfully submitted,

  
RITA L. ROBINSON, Director  
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:

  
JOHN L. REAMER, JR. Director  
Bureau of Contract Administration

  
HANNAH CHOI, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration

Prepared by:  
Stephen Petrich, ICSD  
(310) 648-5205

INTER DEPARTMENTAL CORRESPONDENCE

DATE: May 1, 2007

TO: LA MBOC, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

ATTN: DAVID MORA FAX#: 213/978-0690

FROM: Charles Lee, Phone: (310) 648-5450 Fax: (310) 648-5772

Dept/Div: PW/Sanitation/ICSD E-mail: Charles.Lee@Lacity.org

SUBJECT: MBE/WBE/OBE RECOMMENDATION FOR GOOD FAITH EFFORT CONTRACT NO. \_\_\_\_\_

In compliance with Executive Directive No. 2001-26, City of Los Angeles Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

- 1. Title of Project: Maintenance Services/Agreement Between City of LA and Emerson Process Management Power and Water Solutions, Inc. for Control Systems Support
- 2. This project will be advertised as an: X Sole Source Contract        RFP        RFQ Other
- 3. Type of Contract:        Procurement X Personal Services        Construction
- 4. Projected total amount of the contract: \$2,000,000 Estimated duration of project: 5 Years + 2-1 year extensions
- 5. Significant Dates:  
 Estimated date of pre-bid or job walk meeting: N/A  
 Estimated date that bids or proposals are due: N/A
- 6. Recommendations:  
 MBE/WBE/OBE encouragement: X

Justify why encouragement:

- X Technical Requirement        Lack of available subcontractors
- X Lack of available subcontract sub-supply opportunities X One product single point of distribution

Other: Justification: Emerson Process management Power and Water Solutions, Inc. does not subcontract to or otherwise license any firm to perform these highly technical maintenance services on the Westinghouse Distributed ProcessFamily (WDPF) II Control Systems hardware and software. Emerson Process Management Power and Water Solutions, Inc. does not license the manufacture, sale, or repair of the WDPF II control systems hardware components to any other equipment manufacturer (OEM). As a single source for this service this contract provides no available opportunities for MBE/WBE/OBE participation.

- 7. MBE/WBE/OBE Good Faith Effort required:  
 Level of participation is as follows:        %MBE        %WBE        %OBE
- 8. Is this a: X New Contract        Renewal        Other
- 9. Name of previous contractor:        Length of previous contract        Value of previous

TO: ATTN: Charles Lee  
FROM: LA MBOC, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

X Recommendation approved        Available Subs        Initials         
       Recommendation disapproved        Available Opportunities        Initials       

Other/Comment: \_\_\_\_\_  
 By: [Signature] Date: 5/7/07 Tel. No: 213 978-0665

**Bureau of Sanitation**  
**CHARTER SECTION 1022 EXEMPTION FORM**

Date: 4/4/07	Div No.: 7008	Div Contact: Charles Lee
Authority Type (check one) ___ One Time PO <u>X</u> Personal Service Contract	Authority No.:	Div Contact Telephone: (310) 648 - 5450

Before a One-Time Purchase Order or Personal Service Contract containing a service component may be processed and approved, a Charter 1022 Determination must be obtained. If a Division believes it is exempt, please complete the following and submit with the purchasing authority request.

Contracts and contract amendments that have an incidental labor component. Incidental labor component is defined as services having a cost that is less than \$25,000 for the term of the contract. (No Division Head Signature Required).

Contractor requires use of its staff or specially trained and certified persons to install, maintain or service equipment or other product in order to maintain warranties or patent rights (Division Head Signature Required):

Explain: This sophisticated and complex project would require extensive manufacturer-provided training of control systems hardware and software products. These products are proprietary to the manufacturer. Manufacturer provides this training only to its employees. City employees currently only provide routine maintenance and support. The proposed contract would establish a maintenance agreement for hardware and software installed at Hyperion Treatment Plant.

Contracts awarded on the basis of urgent necessity pursuant to Charter Sections 371(e)(5) and (6) - as approved by the City Council (attach Council Motion or Council Resolution / Division Head Signature Required):

Explain: \_\_\_\_\_

\_\_\_\_\_

ADDITIONAL COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
DIVISION HEAD SIGNATURE

\_\_\_\_\_  
DATE

4/5/07



Emerson Process Management  
Power & Water Solutions  
783 Palmyra Avenue, Suite D  
Riverside, CA 92507  
USA

T (951) 686 9880  
F (951) 686 9898

April 3, 2007

Hyperion Treatment Plant  
12000 Vista Del Mar  
Playa Del Rey, CA 90293

Subject: Proprietary Equipment, Software and Services

Gentlemen:

Emerson Process Management, Power & Water Solutions, formerly Westinghouse Process Control Inc., is pleased to submit this letter regarding the WDPF distributed controls system installed at the Hyperion Treatment Plant.

The WDPF control system hardware, software products and maintenance services are proprietary to Emerson Process Management. All Power & Water Solutions supported sales of WDPF equipment, software, and maintenance services are only available and supplied through Emerson Process Management, Power & Water Solutions. Our regional sales and engineering office located in Riverside, CA serves as your point of contact for all sales inquiries and transactions.

Additionally any repair of all WDPF hardware is only authorized out of our Pittsburgh, PA facility.

Thank you for your inquiry and please contact me if you have any questions.

Sincerely,

Power & Water Solutions

A handwritten signature in black ink, appearing to read "JB Johnson".

Jeff Johnson  
Senior Account Manager Power and Water  
Western Regional Center