

0150-13021-0000

TRANSMITTALTO
The CouncilDATE
08/27/2025

COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
ALL

PROPOSED PERSONAL SERVICES CONTRACT BETWEEN THE BUREAU OF SANITATION AND MCCROMETER INC. FOR WASTEWATER COLLECTION SYSTEM FLOW GAUGING DATA, FOR A TERM OF FIVE YEARS AND POTENTIAL TOTAL TERM OF TEN YEARS AND SIX MONTHS, FOR A NOT-TO-EXCEED AMOUNT OF \$22,574,410

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



Mayor
(Jenny Delwood for)

Attachment

MWS/PJH/JVW:HA:10260030t

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: 08-07-25	C.D. No. All	CAO File No.: 0150-13021-0000
Contracting Department/Bureau: Public Works: Bureau of Sanitation		Contact: Christine Heinrich-Josties – (323) 342-1574 Nancy Lantin – (213) 485-2158	
Reference: Transmittal from the Bureau of Sanitation dated June 25, 2025.			
Purpose of Contract: Installation, calibration and maintenance of flow gauges for the wastewater collection system, along with the collection and storage of flow monitoring data.			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Five years from the date of execution with one five-year renewal option and a month-to-month extension option up to six months	
Contract/Amendment Amount: \$22,574,410.00			
Proposed amount \$22,574,410.00 + Prior award(s) \$0 = Total \$22,574,410.00			
Source of funds: Sewer Operations and Maintenance Fund			
Name of Contractor: McCrometer Inc.			
Address: 3255 West Stetson Avenue, Hemet, CA 92545			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0%			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the City Council authorize the Board of Public Works (Board), or two members of the Board, on behalf of the Bureau of Sanitation, to execute the proposed Contract with McCrometer Inc. for the installation, calibration, and maintenance of flow monitors in the City of Los Angeles wastewater collection system and providing flow gauging data for a term of five years with one five-year renewal option and six month-to-month renewal options at the discretion of the City for a total potential term of 10 years and six months, which has been previously approved by the Board. The maximum contract amount is \$22,574,410 for the potential 10 year six month term and authority to execute is subject to City Attorney approval as to form.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests approval to execute a proposed Contract with McCrometer Inc. (McCrometer / Contractor) for the installation, calibration, and maintenance of flow monitors in the City of Los Angeles wastewater collection system and provision of flow gauging data. The total potential term of 10 years and six months covers the initial five years from the date of

<i>Herminah Amijan</i> HA Analyst 10260030			 City Administrative Officer
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execution, one five-year renewal option, and up to six monthly extensions, which are at the sole discretion of the City. The maximum contract amount covering the potential term is \$22,574,410.

BACKGROUND

The City is committed to the prevention of sanitary sewer overflows and compliance with all federal, state, and local regulations. To move 350 million gallons per day of wastewater to treatment plants safely, the Bureau depends on a flow gauging system to monitor the depth, velocity, and flow in the City's sewer conveyance system. This information helps the Bureau to manage collection/conveyance flows optimally and to make necessary adjustments at the City's water reclamation plants for incoming storm events. The Bureau also depends on a Flow Monitoring Program for long-term planning and the calibration essential for predicting wet-weather impacts within the conveyance system during significant rain events.

Due to the specialized and intermittent nature of the work, limitations of City staff, and need for certified expertise, the City has typically contracted for this type of workflow monitoring data delivery services. Currently, the City contracts with McCrometer (C-125697) but that agreement is set to expire in November 2025. In anticipation of the expiration, the Bureau began an open solicitation process in 2023 to secure a vendor in order to avoid any disruption in delivery of these critical services.

Contractor Selection Process – In accordance with Los Angeles City Charter Section 371, on August 18, 2023, the Board approved the distribution of a Request for Proposals (RFP) for the City of Los Angeles Wastewater Collection System Gauging Data. On December 6, 2023, the Bureau received two proposals in response to the RFP from ADS Environmental Services and McCrometer Inc. The evaluation criteria and scoring specified in the RFP is in Table 1 below and detailed in the department's report starting on Page 4 and on Page 17 of the RFP (Attachment).

Table 1: Evaluation Criteria and Point Range	
EVALUATION CRITERIA	POINT RANGE
1. Qualifications <ul style="list-style-type: none"> Experience in installation, calibration and maintenance of meters. Experience in Quality Assurance/Quality Control and analysis of flow data. Experience with the City's collection system and organizational structure. 	0-30
2. Cost and Budget Control <ul style="list-style-type: none"> Capability to complete projects within reasonable cost and budget. Financial strength for the operation of a Flow Monitoring Program and Personnel Utilization. 	0-30
3. Overall Proposal Response <ul style="list-style-type: none"> Compliance with RFP guidelines, objectives and deadlines 	0-40
Total Score	0-100
Possible Local Business Preference Program (LBPP) Points	0-12
Total Score including Possible LBPP Points	0-112

Interviews were held on April 2, 2024, with the two proposers. McCrometer scored higher at 95.7 and was determined to provide the best value to the City and was selected to be awarded the contract. The second proposer ADS Environmental Services had a score of 94.3.

Scope of Work – Services are the same as established under the current contract. The Contractor will provide services including:

- Flow meters and monitoring services for various gauging locations throughout the City's wastewater collection system including those used for billing contracted user agencies,
- Data collection and storage, along with guaranteed reliable and accurate data delivery through online portal,
- Installation, calibration, maintenance and as-needed upgrades of the gauging system,
- Train City staff on installation, calibration, maintenance, data management and analysis, and
- Quality Assurance and Quality Control of the gauging meters and data and technical support.

Optional, as-requested services include:

- Rain Dependent Inflow/Infiltration reports,
- Odor monitoring through deployment of wireless Hydrogen Sulfide gas detectors,
- Odor monitoring data delivery through online portal, and
- Option to purchase gauging monitors at the end of the contract.

Term and Compensation – The term of the proposed contract shall be five years from the date of execution. The City has the sole discretion to offer a five-year renewal option and up to six additional monthly extensions. The total cost ceiling covering the potential 10-year six-month term is \$22,474,410. Fees will remain the same for the initial five-year term and be increased by five percent in the second five-year period, if the option is exercised. See Table 2 for cost / fees and description of the services.

Table 2 - Fee Services Table and Data Delivery Services				
TASK	DESCRIPTION	UNIT/ DURATION	UNIT COST YEARS 1-5	UNIT COST YEARS 6-10
1	Flow Meters - Includes Topside investigation and Confined Space Entry Installation. Cost for new installation or relocations.	Per Installation	\$1,500	\$1,575
2	Standard Flow Gauges - Data Delivery Services. (DDS includes FlowWorks access, Monthly Data Analysis and Reports and annual calibration)	Per Month of Service	\$640	\$672
3	FMD Flow Gauges - Data Delivery Services. (DDS includes FlowWorks access, Monthly Data Analysis and Reports, redundant sensor, and annual calibration)	Per Month of Service	\$740	\$777
ADDITIONAL SERVICES				
4	Flow meter site calibration	As directed by City	\$1,500	\$1,575
5	Rain Dependent Inflow / Infiltration Report - RDI/I Report	As directed by City	\$340,000	\$357,000
6	Odor Monitoring- Includes deployment of ACRLD1000-4GXTwireless Hydrogen Sulfide gas detector. Data available on FlowWorks.	Per Month of Service	\$1,500	\$1,500
7	Option to purchase gauging monitors at the end of the contract term.	Per Gauge	\$2,000	\$2,100
A LA CARTE OPTIONS				
8	Additional One-time FlowWorks setup fee per Temporary site	Temporary Gauge Site	\$250	\$263
9	Emergency Maintenance Call Out- 2-hour response	Min. 4 Hours on Site Service	\$2,765	\$2,903

CITY COMPLIANCE

In accordance with Charter Section 1022, the Personnel Department determined that Electrical Engineering Associate and Mechanical Engineering Associate positions can perform the proposed services. However, the Office of the City Administrative Officer findings indicate that the services can be performed more feasibly and economically by a contractor than by City employees due to insufficient staff availability. The limitation of City staff and need for certified expertise require that a qualified company be contracted to provide the services. The proposed Contract and the Contractor comply with the City's contracting requirements. In accordance with Los Angeles Charter Section 371, this Agreement is to provide specialized and technical services, for a minimum of five years duration, and therefore it is subject to the competitive bidding process. In accordance with Los Angeles City Administrative Code Section 10.5(a), Council approval is required as the total contract term exceeds three years. The City Attorney has approved this Contract as to form.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. The funding for this contract will be provided by the Sewer Construction and Maintenance fund, which is a full cost recovery fund. Approval of the report will result in potential expenditures of up to \$22,474,410 over the 10 year six month term. A total of \$5 million is approved and available in the 2025-26 Sewer Construction and Maintenance Fund's Contractual Services Schedule "Large Diameter Sewer Structural Assessment" line for this contract. Future financing for this contract will be requested through the annual budget process. The Agreement includes Standard Provisions which contain a City obligation limitation clause which limits the City's obligation to make payments to funds which have been appropriated for this purpose.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's financial policies in that the City's financial obligation is limited to funds budgeted for this purpose.

Attachment – Board Letter dated June 25, 2025 and Joint Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No 2 dated June 25, 2025 – Request for Authority to Award and Execute a Personal Services Contract with McCrometer (W.O.#S10NCSFG)

MWS/PJH/JVW:HA:10260030

BOARD OF PUBLIC WORKS
MEMBERSSTEVE S. KANG
PRESIDENTJENNY CHAVEZ
VICE PRESIDENTJOHN GRANT
PRESIDENT PRO TEMPOREFAITH I. MITCHELL
COMMISSIONERVACANT
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA

KAREN BASS
MAYOROFFICE OF THE
BOARD OF PUBLIC WORKSELYSE MATSON
EXECUTIVE OFFICER200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278<http://bpw.lacity.org>

June 25, 2025

BPW-2024-0390

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012**PERSONAL SERVICES CONTRACT – MCCROMETER INC. CLEAN WATER
CONVEYANCE SYSTEM FLOW GAUGING DATA**

As recommended in the accompanying report from the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. REQUEST that the Board of Public Works be authorized to execute a contract with McCrometer Inc. to install, calibrate, and maintain flow monitors in the City of Los Angeles wastewater collection system and to provide flow gauging data. The term of the contract shall be for five years with a five-year renewal option. The total cost ceiling for this contract, including the renewal option for ten years, is \$22,574,410; and
2. AUTHORIZE the President or two members of the Board to execute the contract.

(W.O.: S10NCSFG)

Fiscal Impact: there is no impact to the General Fund.

Sincerely,

TJ KNIGHT,
Asst. Executive Officer, Board of Public Works

TK:lc

AND REFERRED TO THE MAYOR BPW-2025-0390

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 2
JUNE 25, 2025

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

AND REFERRED TO THE CITY COUNCIL
JAN 25 2025
Executive Officer
Board of Public Works

CD: ALL

REQUEST FOR AUTHORITY TO AWARD AND EXECUTE A PERSONAL SERVICES CONTRACT WITH MCCROMETER INC. TO INSTALL, CALIBRATE, AND MAINTAIN FLOW MONITORS FOR THE CITY OF LOS ANGELES FOR CLEAN WATER CONVEYANCE SYSTEM FLOW GAUGING DATA (W.O.# S10NCSFG)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council with the request that the Board of Public Works (Board) be authorized to execute a contract with McCrometer Inc. (McCrometer) to install, calibrate and maintain flow monitors in the City of Los Angeles (City) wastewater collection system and to provide flow gauging data. The term of the contract shall be for five (5) years with a five-year (5-year) renewal option. The total cost ceiling for this contract including the renewal option (ten (10) years total) is \$22,574,410.
2. Upon authorization from the Mayor and City Council, the President or two members of the Board will execute the contract.

TRANSMITTAL

1. Copy of the adopted LASAN Board Report dated August 18, 2023, authorizing LASAN to distribute a Request for Proposals (RFP) and to negotiate a contract for the City of Los Angeles Clean Water Conveyance System Flow Gauging Data program.
2. Copy of the proposed personal services contract between the City and McCrometer for the City's Clean Water Conveyance System Flow Gauging Data services.

FISCAL IMPACT STATEMENT

Financing for this contract will be requested through the yearly budget process. There will be no impact to the General Fund. This contract will be funded utilizing Sewer Construction and Maintenance Funds.

DISCUSSION

Background

To safely convey 350 Million Gallons per Day (MGD) of wastewater to treatment plants through a network of over 6,700 miles of sewer pipes, LASAN depends on a flow gauging system to monitor the depth, velocity, and flow in the City's sewer conveyance system. This information assists LASAN direct operations crews to manage collection/conveyance flows optimally and to make appropriate adjustments at the City's water reclamation plants for incoming storm events.

BUREAU OF SANITATION
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JOINT BOARD REPORT NO. 2
JUNE 25, 2025

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The City is committed to the prevention of Sanitary Sewer Overflows (SSOs) and compliance with all federal, state, and local regulations. To meet these commitments, LASAN depends on a Flow Monitoring Program for crucial tasks, including, but not limited to, long-term planning regarding Rainfall Dependent Infiltration/Inflow (RDI/I) studies to recommend hydraulic sewer relief projects; and the calibration of the MIKE + Hydrodynamic Model, essential for predicting wet-weather impacts within the Clean Water Conveyance System during significant rain events. The City's current contract with McCrometer (OBE; Contract C-125697) for flow monitoring data delivery services will expire in November 2025. A new contract for flow monitoring services must be executed prior to the expiration of the existing contract in order to ensure continuity of the program.

On August 18, 2023, the Board approved the distribution of an RFP for the City of Los Angeles Wastewater Collection System Flow Gauging Data (Transmittal No. 1). On December 6, 2023, LASAN received two (2) proposals in response to the RFP from ADS Environmental Services and McCrometer. Upon review of the proposals, LASAN staff determined that McCrometer provided the best value to the City, as further detailed below.

Under the terms of the proposed contract (Transmittal No. 2), the flow monitoring program will continue to meet the deliverables established under the previous contract, as follows:

- Comprehensive standard service consisting of installation, calibration, maintenance, and as-needed upgrading of the gauging system
- Data collections and storage, along with guaranteed reliable and accurate data delivery through online portal
- Redundant data collection sensors for LASAN Contract Agency related flow monitoring devices
- Technical support, data management/analysis and City staff training

Optional as requested services include:

- Rain Dependent Inflow/Infiltration Report (RDI/I) Report
- Odor Monitoring through deployment of wireless Hydrogen Sulfide gas detectors
- Odor monitoring data delivery through online portal
- Option to purchase gauging monitors at the end of the contract

The limitation of City staff and need for certified expertise require that a qualified company be contracted to provide the aforementioned services. These services are specialized in scope and limited in duration, yet are essential to support operations, emergency response, system capacity assurance, advanced conveyance planning support and the maintenance of the hydrodynamic model.

Purpose of Contract:

To utilize a contractor for the installation, calibration and maintenance of gauges, along with the collection and storage of flow monitoring data. The proposed contract between the City and McCrometer also includes services such as: data analysis of the gauging monitors, data delivery

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and reporting, the training of the City staff and the option for the City to purchase the gauging meters at the end of the contract term.

Scope of Services:

McCrometer, the selected service provider, will provide flow monitoring services for various gauging locations throughout the City's wastewater collection system including Financial Management Division (FMD) flow meters, permanent flow meters with some locations connected to the City's Supervisory Control and Data Acquisition (SCADA) system, and as-needed gauges for the purpose of wet-weather hydraulic model calibration. In addition, McCrometer will train City staff on installation, calibration, maintenance, data management and QA/QC of the gauging meters and data so that City staff can acquire the necessary skills and expertise to be able to meet the City's needs in the future.

Proposed Term of Agreement and Estimated Value of the Contract:

The term of the proposed agreement shall be five (5) years from the date of execution with a five-year renewal option, to be exercised at the City's sole discretion. The total cost ceiling for this contract including the renewal option (ten (10) years total) is \$22,574,410.00

Selection and Evaluation Process:

On August 18, 2023, the Board approved the distribution of an RFP for the City of Los Angeles Wastewater Collection System Flow Gauging data. On December 6, 2023, LASAN received two (2) proposals in response to the RFP from the following companies:

- ADS Environmental Services
- McCrometer

(Continued on next page)

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A selection committee that consisted of LASAN staff reviewed, evaluated, and rated the proposals based on the evaluation criteria specified in the RFP as shown in Table 1.

Table 1: Evaluation Criteria

EVALUATION CRITERIA	POINT RANGE
1. Qualifications <ul style="list-style-type: none"> • Experience in installation, calibration and maintenance of meters. • Experience in Quality Assurance/Quality Control and analysis of flow data. • Experience with the City's collection system and organizational structure. 	0-30
2. Cost and Budget Control <ul style="list-style-type: none"> • Capability to complete projects within reasonable cost and budget. • Financial strength for the operation of a Flow Monitoring Program and Personnel Utilization. 	0-30
3. Overall Proposal Response <ul style="list-style-type: none"> • Compliance with RFP guidelines, objectives and deadlines. 	0-40
Total Score	0-100
Possible Local Business Preference Program (LBPP) Points	0-12
Total Score including Possible LBPP Points	0-112

Interviews were held on April 2, 2024. The interview panel consisted of three (3) members from different LASAN divisions (Wastewater Engineering Services Division and Financial Management Division). Ultimately, McCrometer scored the highest among all proposers, was determined to provide the best value to the City and was selected for contract award. Table 2 indicates interview rankings and scores.

Table 2: Ranks and Evaluation Scores

RANK	PROPOSER	SCORE
1	McCrometer	95.7
2	ADS Environmental Services	94.3

Peak Hour Construction and Right-of-Way Obstruction Regulations:

All contractors are to comply with the requirements specified in the Los Angeles Municipal Code (L.A.M.C.) Section 62/61 related to Peak Traffic Hours Prohibition.

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Local Business Preference Program:

The Local Business Preference Program (LBPP) which was established by City Ordinance No. 181910, did not have any bearing on the evaluation as neither of the two (2) Proposers were certified as a Local Businesses Enterprise (LBE). Furthermore, the subcontractors listed on each of the Proposer's Schedule A's did not add any LBPP points to their respective evaluation scores. Therefore, no LBPP points were added to either of the two (2) Proposers.

Business Inclusion Program (BIP) Outreach Requirements

In compliance with the Mayor's Executive Directive No. 14, LASAN set anticipated participation levels on the contract of 18 percent Minority Business Enterprise (MBE), 4 percent Women Business Enterprise (WBE), 25 percent Small Business Enterprise (SBE), 8 percent Emerging Business Enterprise (EBE), and 3 percent Disabled Veteran Business Enterprise (DVBE) as participation and with mandatory BIP Outreach requirements. Currently, a Lesbian, Gay, Bi-sexual and Transgender Business Enterprise (LGBTBE) outreach is not required as part of the BIP Outreach but is tracked for statistical purposes.

LASAN staff confirmed that McCrometer met the BIP Outreach requirements of the contract and pledged participation levels of 0 percent MBE, 0 percent WBE, 13.29 percent SBE, 0 percent DVBE, 0 percent LGBTBE and 0 percent OBE. LASAN will continue to track and monitor the consultants' performance and subcontractor utilization and return to the Board if deviations occur from these pledged amounts.

(Continued on next page)

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Gender/Ethnicity Codes:

AA	= African American	HA	= Hispanic American
APA	= Asian Pacific American	NA	= Native American
C	= Caucasian	SAA	= Subcontinent Asian American
F	= Female	M	= Male

Table 3: McCrometer's Pledged Subcontractor Utilization

Subcontractor	MBE/WBE/SBE/ EBE/DVBE/ OBE	Gender/Ethnicity	Percent of Contract Pledged (%)	Amount Pledged
Total Flow, Inc.	SBE	-	13.29%	\$3,000,000
Total MBE Participation			0%	\$0
Total WBE Participation			0%	\$0
Total SBE Participation			13.29%	\$3,000,000
Total EBE Participation			0%	\$0
Total DVBE Participation			0%	\$0
Total OBE Participation			0%	\$0
Total Subcontractor Participation			13.29%	\$3,000,000
Total Contract Amount				\$22,574,410

Contractor Performance Evaluation:

In accordance with the City of Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 13, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration, upon the termination of the Contract.

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Contractor 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 [LAAC Article 14, Chapter 1, Division 10]. 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.

Peak Hour Construction and Right-Of-Way Obstruction Regulations

All contractors are to comply with the requirements specified in the LAMC Section 62.61 related to peak hour traffic restrictions, unless an Exemption from the Peak Traffic Hours Prohibition is approved.

Compliance with Standard City Requirements:

McCrometer shall comply with the following City of Los Angeles policies and requirements:

- City Business Tax Registration
- Insurance Requirements
- Execution of Bond Documents
- Business Inclusion Program (BIP) for RFB, RFP, and RFQ
- Living Wage Ordinance(LWO) and Worker Retention Ordinance
- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Equal Benefits Ordinance
- First Source Hiring Ordinance
- Slavery Disclosure Ordinance
- Disclosure of Border Wall Contracting Ordinance
- Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance
- Los Angeles Residence Information Form
- Non-Collusion Affidavit
- Municipal Lobbying Ordinance Bidder Certification CEC Form 50
- Standard Provisions for City Contracts
- City of Los Angeles Contract History
- Contract Bidder Campaign Contribution & Fundraising Restrictions Ordinance
- Bidder Certification CEC Form 55
- Local Business Preference Program (LBPP)
- CA Iran Contracting Act of 2010
- Zero Spill Policy
- Contractor Data Reporting

Notification of Intent to Contract:

The required Notification of Intent to Contract was filed with the City Administrative Office Clearinghouse on June 7, 2011.

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Charter Section 1022:

The Charter Section 1022 Form was filed on April 19, 2021 with the Personnel Department for the proposed RFP. The Personnel Department has determined that proposed services can be performed more feasibly and economically by a contractor than by City employees.

Headquarters and Workforce Information:

The headquarters of McCrometer is located at 3255 West Stetson Avenue, Hemet, CA, 92545. The contractor has a staff of 199 employees, 0% of whom reside within the City of Los Angeles.

Contract Administration:

The responsibility for the administration of this contract will be with the Wastewater Engineering Services Division of LASAN.

City Attorney Review:

The City Attorney's Office reviewed the attached proposed contract and approved it as to form.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The project budget was approved by PRD on March 17, 2021 in the amount of \$14,000,000.
The project budget was approved by PRD on May 12, 2025 in the amount of \$22,574,410.

STATUS OF FINANCING

There is no impact to the General Fund. The total funding for this project is not to exceed \$22,574,410. No funding is required at this time. Specific funding information will be provided at the time of approval of the project award. Funding sources may include, but are not limited to the Fund No. 760, Sewer Operations and Maintenance Fund

(Signature page follows)

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Respectfully submitted,



BARBARA ROMERO
Director and General Manager
LA Sanitation & Environment

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



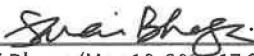
Lynda McGlinchey (May 28, 2025 17:33 PDT)

LYNDA MCGLINCHEY
Program Manager
Office of Contract Compliance
Bureau of Contract Administration



JOHN L. REAMER JR.
Director and Inspector of Public Works
Bureau of Contract administration

REVIEWED AND APPROVED BY:



Sarai Bhaga (May 16, 2025 17:39 PDT)

SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation
Date: _____


Prepared by:
Christine Heinrich-Josties, WESD
(323) 342-1574

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 18, 2023

AUG 18 2023


Executive Officer
Board of Public Works

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS AND NEGOTIATE
CONTRACT(S) FOR CLEAN WATER CONVEYANCE SYSTEM FLOW GAUGING
DATA (W.O. #SZWGAUGM)

RECOMMENDATIONS

Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) or designee to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) for Clean Water Conveyance System Flow Gauging Data.
2. Evaluate the proposals and, based on the established evaluation criteria, interview and select the most qualified proposer(s).
3. Negotiate a contract(s) with the selected proposer(s).
4. Return to the Board of Public Works (Board) for authority to award and execute the contract(s).

TRANSMITTAL

1. Copy of the RFP for Clean Water Conveyance System Flow Gauging Data.

DISCUSSION**Request for Proposals (RFP)**

This RFP is a solicitation for proposals from experienced contractors to provide a data delivery service which includes equipment installation, upgrade, calibration, and maintenance, as well as data analysis and database management for the continuation of a successful and fully established Flow Monitoring Program, initiated as part of the Collection System Settlement Agreement (CSSA). Under the CSSA, LASAN was required to meet various extensive guidelines, including, completing primary and secondary basin plans, sewer rehabilitation/replacement and capacity assurance plans, and the calibration of a Hydrodynamic Model. To continue to monitor, plan, and review the Collection System at high levels of efficiency, LASAN needs a functioning and effective flow monitoring program that provides accurate and reliable data.

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BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 18, 2023

PAGE 2

Background

To safely convey 350 million gallons per day (MGD) of wastewater through a network of 6,700 miles of sewer pipes to its water reclamation plants, LASAN depends upon a Flow Monitoring Program to continuously monitor the depth, velocity, and flow in the City's Clean Water Conveyance System. This information assists in directing operation crews to manage conveyance flows optimally, and Water Reclamation Plant Staff to adequately adjust for incoming storm events.

The City is committed to prevent Sanitary Sewer Overflows (SSOs) and comply with all federal, state, and local regulations. LASAN depends on a Flow Monitoring Program for crucial tasks to meet this commitment, including but not limited to, long-term planning regarding Rainfall Dependent Infiltration/Inflow (RDI/I) studies to recommend hydraulic sewer relief projects; and the calibration of the MIKE URBAN Hydrodynamic Model, essential for predicting wet-weather impacts on the Clean Water Conveyance System during significant rain events.

The City's current contract with the HACH Company (Contract C-125697) for flow monitoring data delivery services will expire in November 2025. LASAN requests authority to release an RFP to solicit proposals to continue flow data delivery services in an accurate, reliable, and economical way. Any contract(s) awarded pursuant to this proposal will be for installing, calibrating, and maintaining gauges for flow monitoring and capacity studies. Additionally, contract(s) awarded pursuant to this proposal will be for flow data analysis, data delivery and reporting, and quality assurance and quality control of flow data.

The City intends to select one or more qualified proposers, negotiate contract(s), and work cooperatively toward implementing a comprehensive, effective and efficient Flow Monitoring Program for LASAN's Clean Water Program.

Proposed Term of Contract

The contract(s) will be for a term of five (5) years with a five (5) year renewal option.

Rationale for Using an RFP

The RFP process is being used to solicit the best available services at the most competitive price. A proposal review committee of LASAN staff will evaluate all proposals in order to determine which proposal(s) will bring the greatest benefit to the City.

Selection Process and Evaluation Criteria

The proposal review committee will evaluate and rate all proposals. Based upon the evaluation panel's final report, LASAN will submit a report to the Board containing a recommendation to award and execute contract(s) with the selected Proposer(s). Contract(s) will then be submitted to the Board, Mayor, and City Council for approval.

The criteria for the selection of the respondents are outlined in the RFP and are summarized as follows (See Article 4.2 in Transmittal 1 for details):

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TABLE 1

EVALUATION CRITERIA	Point Range
1. Qualifications <ul style="list-style-type: none">• Experience in installation, calibration, and maintenance of meters.• Experience in Quality Assurance/Quality Control and analysis of flow data.• Experience with the City's collection system and organizational structure.	0 – 30
2. Cost and Budget Control <ul style="list-style-type: none">• Capability to complete projects within reasonable cost and budget.• Financial strength for the operation of a Flow Monitoring Program and Personnel Utilization.	0 – 30
3. Overall Proposal Response <ul style="list-style-type: none">• Compliance with RFP guidelines, objectives and deadlines.	0 – 40
Total Score	0 - 100

RFP Posting Requirement

The RFP will be posted on the City's Regional Alliance Marketplace for Procurement (RAMPLA) website in compliance with City Council motion 95-1060S2. RAMP is the centralized portal to access City's contracting opportunities. The RFP, addenda, and all other related documents will be available for download on <https://www.rampla.org/s/>.

Notification of Intent to Contract

The Notification of Intent to Contract (NOI) was filed with the CAO Clearinghouse on April 27, 2021.

Charter Section 1022

The CAO made a Charter 1022 determination on October 12, 2021, and concluded that there was an insufficient number of City staff to perform these services.

Business Inclusion Program (BIP)

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City contracts.

LASAN has established anticipated participation levels of eighteen (18) percent MBE, four (4) percent WBE, twenty-five (25) percent SBE, eight (8) percent EBE, three (3) percent DVBE and zero (0) percent LGBTBE. Currently, the Lesbian, Gay, Bi-sexual, Transgender Business Enterprise (LGBTBE) is not required as part of the BIP outreach but is tracked for statistical purposes.

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Proposers submitting a proposal in response to this RFP are required to perform a BIP Outreach using the RAMPLA system. Failure to comply with the City's BIP Outreach requirements will render the proposal non-responsive.

In addition to the BIP Outreach, the Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). The Schedule A must be submitted with the Proposer's RFP response. Additionally, during the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

Compliance with Board RFP Policy

As per Board policy, this RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Other City Policies and Requirements

The proposers shall be required to comply with the City's policies and requirements, including the following:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Program
- Equal Benefits Ordinance
- Living Wage and Worker Retention Ordinances
- Slavery Disclosure Ordinance
- Americans with Disabilities Act
- Child Support Obligations Policy
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Performance Bond and Insurance requirements
- Business Tax Registration Certificate
- City of Los Angeles Contract History
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Municipal Lobbying Ordinance
- Iran Contracting Act of 2010 Compliance Affidavit
- City Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance
- COVID-19 Requirements
- Contractor Data Reporting

Attachments and forms pertaining to these requirements are included in the RFP and on www.rampla.org.

Disclosure of Border Wall Contracting Ordinance

Contractors shall comply with Los Angeles Administrative Code Section 10.50 et seq., "Disclosure of Border Wall Contracting Ordinance". City may terminate the contracts at any time if City determines that the Contractors failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

Local Business Preference (LBP) Program

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the LBP Program which was designed to increase local employment and expenditures in the local private sector. All PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight (8) percent of the total possible evaluation points added to their evaluation score to those PROPOSERS who are certified as an LBE firm. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two (2) percent of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve percent. PROPOSERS that qualify as an LBE, but neither as an LSB and/or an LTE, may be granted one (1) percent up to a maximum of two (2) percent of the total possible evaluation points for each of those certifications for every ten (10) percent of their proposal that is to be performed by an LSB and/or LTE Subcontractor. Additionally, all non-LBE PROPOSERS may be granted one (1) percent up to a maximum of five (5) percent of the total possible evaluation points for every ten (10) percent of their proposal that is to be performed by an LBE, LSB, and/or LTE Subcontractor.

Community Level Contracting

As part of the City's Community-Level Contracting (CLC) initiative led by the Department of Public Works (DPW), LASAN seeks to help make City contracting more accessible and equitable by providing small contractors the opportunity to work directly with the City as Prime contractors on smaller, more manageable construction projects. LASAN staff evaluated the work to be performed under this opportunity and determined it would be most feasible and cost effective to work with a single Prime contractor.

Contractor 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, LAAC]. Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation Ordinance

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 personal services contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration upon completion of this contract.

Contract Administration

Responsibility for the administration and management of this contract will rest with the Wastewater Engineering Services Division (WESD), LASAN.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The project budget was approved by PRD on April 26, 2021, in the amount of \$14,000,000.

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STATUS OF FINANCING

There is no impact to the General Fund. No funding is required at this time. Specific funding information will be provided at the time of approval of the project award. Funding sources will be available in the Fund No. 760, Sewer Operations and Maintenance Fund.

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN or designee.

FUTURE ACTIONS

Upon authorization by the Board, the RFP and attachments will be posted on www.rampla.org.

A review committee will evaluate the proposals. The firm with the proposal that best addresses the needs of the RFP, will be interviewed, ranked, and selected. LASAN will then negotiate a personal services contract with the highest-rated firm to provide the required services. Subsequent to the negotiation of the contract, LASAN will request the Board for authority to award and execute a contract with the selected proposer.

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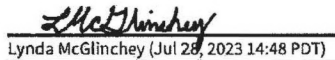
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Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


Lynda McGlinchey (Jul 28, 2023 14:48 PDT)

LYNDA McGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration



JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration

REVIEWED AND APPROVED BY:



SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation
Date: 7/26/2023

Prepared by:
Christine Heinrich-Josties PE, WESD
(323) 342-1547

Request For Proposals
FOR
CLEAN WATER CONVEYANCE SYSTEM
FLOW GAUGING DATA



CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LA SANITATION AND ENVIRONMENT
Barbara Romero, Director, and General Manager
Julie Allen, Assistant Director
Rowena Lau, Division Manager



**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LA SANITATION AND ENVIRONMENT**

Request for Proposals for Wastewater Collection System Flow Gauging Data

This Request for Proposals (RFP) is a solicitation for proposals from experienced vendors to provide total delivery packages in which the vendor would be responsible for installation, calibration, maintenance, collection and storage of data, data accuracy and guaranteed flow data delivery, analysis, and reporting for the City of Los Angeles, Department of Public Works, LA Sanitation and Environment. The proposal must be submitted in accordance with the requirements set forth in this document.

Only written responses will be considered. All materials submitted will become part of the response, and may be incorporated into any subsequent contract(s) between the City of Los Angeles and the selected Proposer(s).

A MANDATORY PRE-PROPOSAL MEETING will be held for all interested PROPOSERS on:

DATE:

TIME: Pacific Time (PT)

LOCATION: Media Technical Center
2714 Media Center Drive
Los Angeles, CA 90065

All technical questions regarding the RFP shall be submitted to the address below in writing at least one (1) week prior to the pre-proposal meeting date. If the City deems it necessary to answer any questions, copies of all questions and responses will be posted on the Regional Alliance Marketplace for Procurement (RAMP) or www.rampla.org as an addendum to the RFP. The identity of Proposers submitting questions will not be disclosed in the addendum. Questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP requirements and may be incorporated into any subsequent contract(s) between the City of Los Angeles and the selected contractor.

Proposers shall direct all technical questions in writing to:

**Christine Heinrich-Josties
City of Los Angeles
LA Sanitation and Environment
Wastewater Engineering Service Division
Christine.Heinrich@lacity.org**

**PROPOSAL DUE DATE:
PT**

Questions regarding any of the attachments should be directed to the office specified in the attachment.

This Pre-proposal meeting is mandatory for all Proposers who wish to submit proposals for this RFP. Failure to attend the pre-proposal meeting will result in the Contractor's proposal being deemed non-responsive and be disqualified from being able to submit a proposal for this RFP.

An original (signed) and 5 copies (total of 6 sets) of all materials must be received by [INSERT TIME] PT on the proposal due date. Performance of a BIP (Business Inclusion Program) outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subcontractors **must** be completed on the Regional Alliance Marketplace for Procurement (RAMP) or www.rampla.org . All BIP outreach documentation **must** be submitted on the RAMP by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

It is the sole responsibility of the Proposers to ensure that proposals are received at the location noted above by the due date. Proposals received after the exact date and time indicated will be deemed non-responsive and be excluded from consideration. A delivery acknowledgement will be issued upon receipt of the proposal package and will be provided to the Proposer's delivery agent. Please allow sufficient time to check-in with building security when attending the Pre-Proposal Meeting and submitting a proposal in person.

The RFP and attachments will be posted on www.rampla.org.

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ARTICLE 1 - GENERAL INFORMATION

1.1 Section Headings

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this document.

1.2 Definitions

Words and phrases used herein shall have the same meaning as set forth opposite the same:

AGREEMENT	The contractual agreement between the CITY CONTRACT and the selected PROPOSER(S)
BOARD	The Board of Public Works of the City of Los Angeles
CALENDAR DAY	Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this CONTRACT.
CONTRACTOR	The selected PROPOSER(S) selected by the CITY through the evaluation process.
CONTRACT PROJECT MANAGER	The CONTRACTOR'S designated representative for all issues related to this CONTRACT.
CS	Conveyance System
CWCD	Clean Water Conveyance Division at LASAN
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated and observed as such by the CITY

LASAN	LA Sanitation and Environment of the Department of Public Works of the City of Los Angeles.
MBE/WBE/OBE EBE/SBE/DVBE	Minority/Women/Other / Emerging /Small /Disabled Veterans Business Enterprises
MH	Maintenance Hole
OSHA	Occupational Safety and Health Administration
PROPOSER(S)	A vendor who has submitted a proposal for evaluation in response to this Request for Proposals (RFP) for WW CS Flow Gauging Data
RDI/I	Rainfall Dependent Infiltration and Inflow
RFP	Request for Proposals
SUBCONTRACTOR	Any contractor, supplier, or vendor who is subcontracted by the selected PROPOSER to work on a CONTRACT.
WESD	Wastewater Engineering Services Division at LASAN
WW	Wastewater

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

1.3 Introduction

1.3.1 Background

In order to safely convey 350 Million Gallons per Day (MGD) of wastewater through a network of 6,700 miles of sewer pipes to water reclamation plants, LASAN depends upon a flow monitoring program to monitor the depth, velocity, and flow in the conveyance system. This information assists in directing operations crews to manage conveyance flows optimally and for water reclamation plant staff to adequately adjust for incoming storm events. Additionally, the flow monitoring program addresses the following:

- Long-Term Planning including but not limited to Rainfall Dependent Infiltration/Inflow (RDI/I) studies and recommendation of hydraulic relief sewer projects.
- Wet Weather preparedness for the prevention of Sanitary Sewer Overflows (SSOs).
- Calibration and validation of the expanded Mike Urban Hydrodynamic Model.
- LASAN's Financial Management Division (FMD) Contract Agency wastewater billing.

Limitation of CITY staff and certified expertise require that a qualified company be contracted to provide these services. These services will be required on an as needed basis.

1.3.2 RFP Objectives

The CITY invites proposals for the installation, calibration, collection and storage of data, and maintenance of gauging monitors for flow monitoring and capacity studies. The proposal shall also include data analysis, data delivery and reporting, quality assurance and quality control (QA/QC) of gauging data, training of CITY staff, and an option for the CITY to purchase the gauging meters at the end of the contract term.

The CITY has identified over 200 gauging locations in the CITY'S wastewater collection system where flow monitors will be installed permanently for five (5) years and approximately 50 gauging monitors will be relocated each year of the contract as needed for wet weather model calibration and/or optional RDI/I studies. The CITY staff training will include installation, calibration, maintenance data management, and QA/QC of the gauging meter and data.

The anticipated term of the CONTRACT is five (5) years commencing on the executed and stipulated start date with a possible 5-year renewal option. The CITY may award a single contract, multiple contracts or not award any contracts based on the evaluation described in Article 4 of this RFP.

1.3.3 General Project Description

The City seeks PROPOSALS for (1) the installation, calibration and maintenance of over 200 strategically located gauging monitors throughout the CITY'S wastewater collection system, (2) the collection, storage, analysis, reporting and guaranteed reliable delivery of accurate data from said gauges, (3) the training of CITY staff on the installation, calibration, maintenance data management, and QA/QC of the gauging meters and data, and (4) the CITY's option to purchase the gauging monitors at the end of the contract term. The selected PROPOSER(S) shall provide all labor, equipment, and materials to perform the work. Sewers to be gauged are located underneath CITY streets and/or right-of-ways. The locations of the gauges will be determined by the CITY'S staff. The PROPOSER(S) will work with CITY staff to identify and document potential issues at

the selected locations and propose alternative locations if needed. Documentation of installation of each gauging site is required.

ARTICLE 2 – SCOPE OF SERVICES

The selected PROPOSER(S) shall provide qualified personnel to do the following:

- Install, calibrate, and maintain the gauging meters
- Collect, store and deliver quality flow data for each of the flow monitoring stations, including but not limited to depth, velocity and flow rate, and utilizing standard data formats and best practices.
- Provide data analysis and data management services for the flow gauging program.
- Upgrade the gauging meters to the current technology level as appropriate.
- Deliver all performance information, data report, and analysis reports generated during each month in electronic, web-based, and/or hard copy formats as an option.
- Provide an RDI/I analysis report as an option.
- Provide training to CITY Staff on installation, calibration, and maintenance of the gauging meters.
- Develop a computer software tool incorporated in a web application platform to ensure that flow data is complete, consistent, and accurate for use in infiltration and inflow (I&I) analysis and modeling. Documentation and procedures that include step-by-step guides on using the in-house software tool will also be provided by the PROPOSER(S).
- Provide a lease to purchase option at the end of the contract term.

The City will own all information and content in relation to the data and reports provided. Furthermore, the City will control how the information and content can be used, stored, and transferred. The PROPOSER(S) waive any proprietary interest in any and all intellectual property resulting from the aforementioned contract work.

The selected PROPOSER(S) shall provide these services to the CITY under the terms and conditions of a subsequent contract. The contract to be negotiated will be a five (5) year contract with one possible 5-year renewal option.

ARTICLE 3 – GENERAL REQUIREMENTS FOR RESPONDING TO RFP

Each proposal shall be submitted according to the following guidelines, including the information detailed below. Failure to abide by these instructions may render a proposal non-responsive.

3.1 Submission Deadline and Address

All proposals shall be submitted to the CITY at the following address on or before the submission deadline stated below. The only proof of timely receipt will be the official date/time stamp entered on the proposal envelope by LASAN. Postmarks are not acceptable as proof of timely receipt.

It is solely the responsibility of the PROPOSER(S) to ensure that proposals are received at the location noted below, by the due date and time. Proposals *received* after the exact date and time indicated shall be deemed non-responsive and excluded from consideration. Proposals received later than the deadline noted below will be returned, unopened, to the PROPOSER(S), and that PROPOSER(S) will be removed from consideration for this CONTRACT. At the discretion of the CITY and the evaluation panel, additional information for the purpose of clarity may be requested during the proposal review process.

DEADLINE DATE:

TIME:

LOCATION:

Wastewater Engineering Services Division
2714 Media Center Drive
Los Angeles, CA 90065

ATTENTION:

TELEPHONE NO.:

FAX NO.:

EMAIL:

Christine Heinrich-Josties, Project Manager
323-342-1547
323-342-6210
Christine.Heinrich@lacity.org

Please allow sufficient time to check-in with building security when attending the Pre-Proposal Meeting and when submitting a proposal.

3.2 Proposal Presentation

All proposal originals shall:

1. Be unbound and photocopy ready (original copy)
2. Be typed or printed double-sided, on 8-1/2 by 11-inch size recyclable paper
3. Be enclosed in a single sealed package plainly labeled with the words
"PROPOSAL FOR Clean Water Conveyance System Flow Gauging Data"
4. Not exceed 30 narrative pages, exclusive of required CITY documents, resumes, references, and printed materials.
5. Have continuously numbered pages
6. Label each Article with title headers

3.3 Number of Copies

Proposal packages must fully document compliance with all proposal requirements detailed throughout this RFP and must be submitted, by the PROPOSER(S), as follows:

- One (1) original of the entire proposal, including all original signatures.
- Five (5) copies of the entire proposal, labeled "COPY".
- One (1) electronic copy on CD or flash drive.
- One (1) unbound copy of the proposal with confidential material entirely blacked out; including a statement of defense for actions brought against the CITY.

3.4 Signature and Authority

The proposal must be signed by an officer of the corporation, principal, partner, or other duly authorized person or persons with the authority to make the commitments required by this RFP. The signatures produced by the authorized persons representing the PROPOSER(S) serve as a consignment, in good faith, to the RFP selection process, with no intent by the PROPOSER(S) to withdraw the proposal once it has been submitted to the CITY for evaluation or CONTRACT award consideration.

If the proposal is made by a partnership of more than one company, a copy of the partnership agreement, the name and post office address of the partnership, a list of all partners, and the signature of all general partners must be provided.

If made by a corporation, the proposal must indicate the name and state or country under which the corporation is incorporated and the name, post office address, and federal tax identification number of the corporation.

If the proposal is made by a corporation, a copy of the appropriate section of the bylaws or a resolution of the board of directors of the corporation shall be furnished showing the authority of the officer who has signed the proposal and proposal forms to execute contracts on behalf of the corporation.

If the proposal is made by a joint venture, a copy of the joint venture agreement, the name, post office address, and organizational status of each of the joint ventures must be provided. Where a joint venture is composed of one or more partnerships, corporations, or other entities, the information specified in this paragraph must be provided for each entity. Each proposal form submitted by a joint venture must be signed by all parties to the joint venture agreement.

In proposals containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted below in Section 3.7. The PROPOSER(S) must include one extra unbound copy of the proposal with the confidential material totally blacked out or removed from the text so that one copy is available as public material.

3.5 Pre-Proposal Meeting

A **mandatory** pre-proposal meeting will be held on TO BE DETERMINED in the Conference Room located at 2714 Media Center Drive, Los Angeles, CA 90065. PROPOSERS are requested to email Ms. Christine Heinrich-Josties at Christine.Heinrich@lacity.org one-week prior to the meeting to confirm attendance.

The purpose of this meeting is two-fold. First, this will be the PROPOSER's **only opportunity** to present, discuss, and receive answers to questions regarding the RFP. Second, this meeting is to inform prospective PROPOSER(S) of the submittal requirements and other mandated CITY policies and programs.

DATE:

TIME: PT

LOCATION: LA Sanitation and Environment
Wastewater Engineering Services Division
2714 Media Center Drive
Los Angeles, CA, 90065

CONTACT: Christine Heinrich-Josties
Phone: 323-342-1574
Fax: 323-342-6210

NOTE: Attendance at the Pre-proposal meeting is mandatory. Failure to attend will result in withdrawal of the proposal for non-compliance

3.6 Questions Regarding the RFP

Technical questions regarding this RFP will only be addressed at the Pre-proposal meeting. Technical questions must be submitted in writing one (1) week prior to the pre-proposal meeting. If the CITY deems it necessary to answer any technical questions submitted, copies of all technical questions and responses will be posted on www.rampla.org, as an addendum to the RFP. The identity of the PROPOSERS submitting technical questions will not be disclosed in the addendum. Technical questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP. PROPOSERS shall direct all technical questions in writing to:

Christine.Heinrich@lacity.org

The email subject should clearly state that it contains technical questions about the Request for Proposals to Clean Water Conveyance System Flow Gauging Data.

3.7 Confidential Information

Proposals made in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to the PROPOSER'S competitive position or constitute a trade secret. To protect such data from disclosure, the PROPOSER(S) should specifically identify the pages of the proposal that contain

confidential information by properly marking the applicable pages and inserting the following notice in the front of the proposal:

“NOTICE”

“The data on the pages of this proposal identified by an asterisk (*), or marked along the margin with a vertical line, contains information which are trade secrets and/or whose disclosure would cause substantial injury to the PROPOSER's competitive position. The PROPOSER(S) requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the CITY determines is proper under federal, state, and local law.”

Failure to include such a statement shall constitute a waiver of the PROPOSER'S right to exemption from disclosure, and authority for the CITY to provide a copy of the bid or any part thereof to the requestor. The CITY assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the PROPOSER(S) will be advised of the request and may expeditiously submit to the CITY a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the CITY in making its determination as to whether or not disclosure is proper under federal, state, and local law. The CITY will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur. The PROPOSER(S) agrees to assume and pay for all costs incurred by the CITY, including attorneys' fees awarded by the court, if the PROPOSER(S) requests the CITY to resist disclosure of material provided to the CITY by the PROPOSER(S), provided the CITY determines that said materials are exempt under federal, state, and local law.

3.8 RFP Items Not Covered

Proposals should cover the statement of work and all the RFP specifications. Otherwise, PROPOSERS should state why the RFP requirements are not being addressed. If PROPOSERS wish to present qualifications in addition to the required items stated, information should be presented under the heading “Additional Qualifications We Wish to Present”. PROPOSERS who do not wish to present such information should state, “There are no additional qualifications we wish to present”.

PROPOSERS shall also clearly identify the areas that they are taking exceptions with tabulated cost for each exception.

3.9 Proposal Cost and Ownership

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the PROPOSER, and with the expressed understanding that no claims against the CITY for reimbursement will be accepted. All proposals will become the property of the CITY and will not be returned to the PROPOSER(S). The PROPOSER(S) should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential, since all accepted proposals will become public information following the closure of the RFP selection process.

However, if such information is necessary to assure a competitive proposal, then the PROPOSER(S) is to follow the guidelines for confidential information as discussed above.

3.10 Proposal Format

All proposals shall be written in concise, clear English, and be organized into the following sections and in the following order:

1. Title page
2. Signature page
3. Table of Contents
4. Executive Summary
5. General company and staff information
6. Statement of Qualifications (as detailed in Section 6)
7. Program Proposal (as detailed in Article 5)
8. Contractually required information (as detailed in Article 6)
9. Portfolio of sample plans, projects, public education material etc.
10. Reference

Section 1: Title page

This page contains Proposal name, Date and Company Name

Section 2: Signature page

An introductory cover letter of no more than one page containing the PROPOSER'S name and address, the name and telephone number of the person(s) authorized to represent the PROPOSER(S) regarding all matters in the proposal. The letter shall contain a statement that the proposal will remain in effect for at least 180 days after the date the proposals are due.

A person authorized to bind the PROPOSER(S) to all commitments made in the proposal must sign the letter on behalf of the PROPOSER(S).

Section 3: Table of Contents

A comprehensive index that clearly defines the contents of the proposal and identifies the information set forth in the proposal by sequential page number and by section reference number.

Section 4: Executive Summary

The Summary shall provide the highlights of the proposal, PROPOSER'S qualifications and experience, scope of work, cost of the project and subcontractors.

Section 5: General Company and staff information

The proposal shall include:

- i. Legal name and address of PROPOSER(S)
- ii. Purpose of organization
- iii. Names of officers legally authorized to sign the contract
- iv. Name, qualifications, educational and professional credentials and experience of officers and staff.
- v. Task assignments of each staff member
- vi. Financial qualifications
- vii. Signatures and declarations

Section 6: Statement of Qualifications

The CITY desires a specialty consultant with a variety of skills, knowledge and hands-on experience in areas such as:

- i. High tech flow gauging equipment
- ii. Installation, calibration, maintenance, and upgrading of gauging equipment
- iii. Flow data analysis and database management
- iv. Flow data accuracy (data QA/QC) and guaranteed 95% real time data delivery

A proposal shall provide description of the relevant qualifications and experience of each member of the proposed project team. The CITY reserves the right to verify each such person's education and experience as a condition of final acceptance of the proposal.

Section 7: Program Proposal (as detailed in Article 5)

A proposal shall provide responses to the requirements of the project. PROPOSERS are encouraged to use their own approach to satisfy the requirements. However, the following shall be included:

- i. Project organization and management

Provide a brief history of the organization, describing its activities and accomplishments. Describe the role and responsibilities of the Consultant(s) and/or Subcontractor(s) who will be involved in this CONTRACT.

- ii. Project schedule and cost

The proposal shall include a proposed work breakdown structure and the timelines for completion of the key deliverables such as site assessment report, installation, calibration

of gauging monitors, and document preparation. Deliverables shall be itemized based on each required task along with all costs.

For each gauging meter, a unit cost breakdown of the lease per month, installation, and data processing must be detailed in a table format. A grand total of the cost for the entire project shall be included. Proposer must provide estimated hours that require the CITY Staff support for the activities, such as coordination and field data verification. In addition, a buy-out cost must also be provided for the option of purchasing the gauging meters at the end of the contract term.

iii. Data delivery

The proposal shall provide type and description of data collection, storage, analysis, and delivery. Include the time when the data shall be available after completion of the installation and the method of data delivery.

iv. Resource availability

The proposal shall include the availability of the personnel and the type of the equipment. Describe the equipment feature, compatibility to the current technology, and how it performs during the rainy season.

Section 8: Contractually required information (as detailed in Article 6)

PROPOSER(S) can include a statement of omission or deviation from this RFP.

Section 9: Portfolio of sample plans, projects, public education material, etc.

Section 10: Reference

PROPOSER(S) shall provide all relevant engagement for the last five (5) years.

- i. Name of the project
- ii. Date of the engagement
- iii. The role of the PROPOSER(S)
- iv. Result(s) achieved
- v. Client and contact information

The CITY has the right to verify the reference provided

ARTICLE 4 - SELECTION AND CONTRACT AWARD PROCESS

The CITY will select the PROPOSER(S) which is/are determined to be the most qualified, having the best experience, provide competitive prices, and possess the ability

to successfully perform the required tasks. The selection will be based on the pre-established criteria listed in Section 4.2. The CITY, at its sole discretion, has the option of selecting more than one PROPOSER to serve the best interest of the CITY. The CITY will monitor and evaluate the productivity of the selected PROPOSER(S)

4.1 Proposal Evaluation

Proposals will be reviewed by an evaluation panel consisting of LASAN staff, and may include representatives from outside LASAN. The evaluation panel may request additional information and/or clarification from the PROPOSERS, schedule oral presentations by the PROPOSERS, and assess any or all proposals. The final proposal rating will be based on the submitted proposal and any additional information or clarification provided in response to the evaluation panel's requests. Based upon the evaluation panel's final report, LASAN will submit a report to the BOARD, containing a recommendation to enter into contract negotiations with the selected PROPOSER(S). CONTRACT(s) will then be submitted to the BOARD, the Mayor, and the City Council for approval. Recommendation will be based on the best value to the CITY.

4.2 Proposal Criteria

The following proposal criteria will be used to determine the most responsive PROPOSER(S). Each proposal will be reviewed, evaluated and assigned a score under each criteria corresponding to the designated range of points. A total score will be calculated by adding each criteria score. The PROPOSER(S) with the highest score will be determined to be the most responsive. Therefore, it is important to note that the criteria listed in the table be satisfied and met in the submitted proposals. **However, before any proposal can be considered for evaluation, it must complete the Business Inclusion Program on www.rampla.org.**

EVALUATION CRITERIA	PERCENTAGE SCORE
Qualifications	
Experience of the PROPOSER in the installation, calibration, and maintenance of meters; collection and quality control/quality assurance, and analysis of flow monitoring data. Experience with CITY'S collection system, personnel, and organizational structure.	30%
Cost and Budget Control	
Ability to complete projects within reasonable cost and budget. Financial strength of PROPOSER for the operation of a flow monitoring program and personnel utilization.	30%
Overall Proposal Response	
Exhibits a sound understanding of this RFP and the applicable work requirements for the planning,	40%

implementation, and operation for the duration of the flow monitoring period or term.	
TOTAL	100%
Extra Credit - Local Business Preference	
PROPOSER is a certified Local Business Enterprise (LBE) with the City (8%) or uses certified LBE subcontractors for portions of work (1-5%).	8%

ARTICLE 5 – PROPOSER(S) TECHNICAL AND FINANCIAL QUALIFICATIONS

PROPOSER(S) shall clearly describe the approach and procedures that will be implemented to meet the technical requirements of this RFP. At a minimum, all specified technical requirements must be addressed in the proposal. The PROPOSER(S) may describe additional, alternative approaches and procedures. Note that any significant deviations from the conditions set forth in this RFP must be identified.

5.1 General Requirements

The following describes the minimum general and technical requirements for this CONTRACT.

The PROPOSER(S) shall furnish all labor, equipment, and material needed to thoroughly deliver flow data for each of the gauging locations.

The selected PROPOSER(S) shall provide qualified personnel to do the following:

- Install, calibrate, and maintain the gauging meters.
- Collect, store, and deliver quality flow data for each of the flow monitoring stations, including depth, velocity, and flow rate.
- Provide flow data to CITY Staff through a web-based reporting site that includes a built-in computer software tool for data analysis, data QA/QC, and data management for the flow gauging program. CITY Staff will also have access to flow data through an app for data management purposes.
- If appropriate, upgrade the gauging meters every time a new version of the gauging meter is released to keep up to date with the current technology level.
- Ensure that all the gauging meters measure flow data and surcharge, including the ability to transmit an alarm at preset flow level.
- Deliver all performance information, data report, and analysis reports generated during the assessment period in electronic, web-based, and hard copy formats.

- Deliver a schedule for calibration, operation and maintenance of the flow meters during the contracting periods.

The CITY reserves the right to modify the location of the gauging monitors any time.

5.1.1 Project Location

The CITY has identified several gauging locations in the CITY'S wastewater collection system located underneath CITY streets and rights-of-way. A percentage of the targeted pipes are located in CITY easements or difficult to reach areas (e.g. maintenance holes exceeding 70 feet in depth). The selected PROPOSER(S) is solely responsible to tour different areas of the CITY to view the different environment and physical conditions of the project areas. LASAN Staff will accompany PROPOSER(S) as schedule permits. LASAN will not coordinate PROPOSER(S) staff once MH locations have been provided. Except in special circumstances, the CITY shall provide the necessary maps of the targeted area of study to the PROPOSER(S).

The selected PROPOSER(S) shall provide an Installation Report with a brief summary of the installation details associated with each flow monitoring location, including but not limited to:

- date and time of installation
- maintenance hole number
- street address/location
- pipe shape, diameter, material, height, width
- maintenance hole depth
- elaborate site notes and descriptions
- clear site pictures showing site reference
- pipe influent and effluent
- color image of the general location of the manhole in which the flow monitor is installed
- color image of a plan view of the manhole interior as viewed from the manhole opening
- color image of the sensor installation as viewed from the manhole bench and channel.

The selected PROPOSER(S) shall make installation reports available on a web application for CITY staff.

5.1.1.1 Flow Monitor Installation

- a) Each monitor shall be installed and commissioned by the selected PROPOSER(S) or its Subcontractors.
- b) Prior to installation, the selected PROPOSER(S) will inspect each site to determine hydraulic suitability. This will require descending the manhole to ensure thorough inspection. There may be cases where the service provider may

recommend that the designated monitoring location be changed to take advantage of more favorable hydraulics upstream or downstream.

- c) Following the initial investigation, the CONTRACTOR shall prepare and submit a site report detailing all relevant site information.
- d) The selected PROPOSER(S) shall not rely on as-built drawings for the determination of pipe geometry or slopes. The selected PROPOSER(S) shall field verify and include it in the site report.
- e) The selected PROPOSER(S) shall install flow monitors, sensors (depth, velocity and surcharge) in optimum locations for best accuracy and reliability.
- f) The PROPOSER(S) shall be responsible for taking all necessary safety precautions in the performance of its services. The PROPOSER(S) shall follow all applicable Federal, State, and local, and OSHA Regulations for maintenance hole work and confined space entry. PROPOSER(S) need to submit Illness & Injury Prevention Plan (IIPP) to the CITY.

5.1.1.2 Confirmations

The CITY will require the selected PROPOSER(S) to field verify using a manual depth and velocity sensor at every site in order to confirm that the sensors are actually measuring accurate depths and accurate velocities. The CITY will not accept any options or proposals from the PROPOSER(S) to waive manual confirmations. The selected PROPOSER(S) must independently confirm the accuracy at each monitoring location as follows:

- a) Initial confirmation of the flow monitors shall involve a minimum of two (2) in-manhole measurements taken at different times for all depth, velocity, and surcharge sensors, which are to confirm accuracy at flow levels that span typical dry daily flows. These times will be suggested by PROPOSER(S) within their proposal.
- b) The confirmation checks shall be summarized in a depth-to-discharge format. Each site confirmation shall consist of an instantaneous depth of flow and velocity measurement.
- c) Provide confirmation for routine performance, calibration, and maintenance for gauging meters every six months.

5.1.1.3 Performance Information

The CITY will require the selected PROPOSER(S) to perform the following:

- a) Data from flow monitors shall be collected on 15-minute interval (and 5-minute interval when alarming) for the duration of the project or until directed otherwise by the CITY.
- b) Daily, Monthly, and Annual flow data shall be processed and analyzed by qualified Data Analysis using Quality Assurance procedures that will be provided to the CITY.
- c) Processed data shall be analyzed and assembled into monthly reports for each location, and delivered to the CITY at the end of each month.
- d) Raw data will be assembled into monthly reports for each location and delivered to the CITY at the end of each month. A copy of all data will be stored by the vendor for the duration of the contract.
- e) The CITY shall be able to access and export data in CSV, or similar format, and for a period of no shorter than one year. The City may view real time data from each monitors as needed and specified by the PROPOSER(S). All historical gauging data from standard and FMD sites will be appended to the new web application.
- f) The selected PROPOSER(S) shall provide flow data accuracy and guaranteed 95% real time data delivery from each location at the end of each month.
- g) The selected PROPOSER(S) shall develop a computer software tool incorporated in the web application platform to conduct flow data QA/QC for both circular and non-circular sites to ensure that data is complete, consistent, and accurate for use in infiltration and inflow (I&I) analysis and modeling. Documentation and procedures that include step-by-step guides on using the in-house software tool will also be provided by the PROPOSER(S).
- h) Project performance information shall be delivered as part of the Annual Analysis Report as detailed in 5.1.1.5.
- i) The selected PROPOSER(S) shall provide a written report of operation, scheduled and corrective maintenance, and calibration activities on flow monitoring meters every six months. The PROPOSER(S) will suggest the times of scheduled maintenance and method of calibration in their proposal.

5.1.1.4 Monthly Data Report

The selected PROPOSER(S) shall provide the CITY with a monthly project data report presenting the data collected during the monthly flow monitoring period. Report shall be received no later than the 15th day of the following month. The report shall provide a brief narrative summary of observed flow conditions, and shall be supported by a graphical and tabular presentation of depth, velocity, and flow data. The project data report shall specifically include the following items electronically accessible for each flow monitor locations:

- a) A brief narrative summary of general hydraulic conditions recorded; flow monitor service and maintenance performed during the flow monitoring period for all monitoring locations; and discussion of any major problems encountered with the flow monitors and data collection/reporting system.
- b) A data uptime report for all monitoring locations. Default Manning's depth-only calculated flow quantities will not be accepted for data uptime calculations.
- c) A graphical time-series of hourly average depth, velocity, and flow data recorded during the flow monitoring period.
- d) A table of daily and monthly minimum, average, and maximum depth, velocity, and flow data values recorded during the flow monitoring period.
- e) All depth, velocity, and flow data collected during the flow monitoring period (15-minutes interval) provided in CSV or similar format, which can be imported into a relational database.

5.1.1.5 Annual Analysis Report

The selected PROPOSER(S) shall provide the CITY with a project analysis report presenting an interpretation of the data collected during each flow year. The report shall provide average dry weather flow conditions and observed wet weather events, as well as an assessment of hydraulic performance under such conditions and performance indicators. The analysis report shall specifically include the following items for each flow monitor location:

- a) Dry Weather Analysis – Flow conditions observed during the flow monitoring period and summarized as a time-series hydrograph of the average diurnal flow quantities.
- b) Dry Weather Flow Summary – The minimum, average, and maximum flow quantities that characterize the average dry weather diurnal conditions at each flow monitoring location during weekdays and weekends.
- c) Wet Weather Analysis – Flow conditions observed during specific wet weather events during the year and summarized as a time-series hydrograph comparing observed flow quantities to average diurnal flow quantities for corresponding dry weather periods.
- d) Wet Weather Summary – A characterization of the conditions observed during the maximum rain event of the year; summarized as the maximum hourly average flow quantity.
- e) Hydraulic Performance Evaluation – A narrative interpretation of hydraulic performance recorded at each flow monitoring location as determined using a graph of flow depth and velocity data.
- f) Capacity Indicators – A tabular summary of capacity indicators, including the ratio of maximum observed dry weather flow depth to pipe diameter ratio; the

ratio of maximum observed dry weather flow rate to as-built or designed full-pipe flow rate; calculation of percent backwater; number of days in which a surcharge condition was observed during both dry weather and wet weather periods; the ratio of maximum observed silt depth to diameter; and the average dry day velocity.

- g) Recommendations – A narrative summary and discussion of recommendations based on the flow monitoring data and associated analysis performed during the year.

5.1.1.6 Rainfall Dependent Infiltration/Inflow (RDI/I) study

The PROPOSER(S) shall include an RDI/I study in the wastewater collection system identifying areas that are susceptible to the effect of RDI/I throughout the CITY. The RDI/I study is required as part of the Proposal, but is optional to be included in the CONTRACT. The cost of the RDI/I study shall be separate and clearly indicated as part of the proposal. The methodology for RDI/I study shall be included in the proposal.

5.1.2 Scheduling

The selected PROPOSER(S) shall submit the gauging installation schedule to the CITY for review. No gauging installation shall be performed unless the CITY has received this schedule and has given its authorization to proceed. The schedule shall give a breakdown of the work on a weekly basis. The selected PROPOSER(S) shall inform the CITY PROJECT MANAGER verbally or in writing an update on the progress of the work on Friday of each week until the completion of the installation.

The selected PROPOSER(S) must schedule all work for each gauging installation in coordination with the Wastewater Engineering Services Division and the Clean Water Conveyance Division (CWCD).

Work shall progress in an orderly manner during normal business hours as detailed in Section 5.7 not to interfere excessively with the normal routine of the neighborhood.

All work shall be performed during normal business hours observed by the CITY. Work during other hours, weekends, or HOLIDAYS observed by the CITY, may only be performed with permission from the CITY. No installation work shall be performed during a rain event. The CITY reserves the rights to inspect all work as it is performed, and to reject any work that in the opinion of the CITY is defective in workmanship and materials.

In the event that the work schedule proposed by the PROPOSER(S) places the CITY at an inconvenience with respect to the inspection of the work, the CITY may require the PROPOSER(S) to halt or delay the work, reduce the number of crews on the job, or take any other steps deemed necessary by the CITY to enable the CITY to exercise the right to inspect.

The CITY reserves the right to rearrange the PROPOSER'S schedule as needed to accommodate emergency work or other activity that may need to be performed in sewers scheduled.

PROPOSER(S) shall provide a detailed schedule using MS PROJECT, smartsheets or equivalent, and show all activities, including critical activities, using successor/predecessor requirements.

For maintenance purposes, the PROPOSER(S) shall remove and reinstall the gauging equipment within 48 hours of any request, or within 2 hours of the request if for an emergency.

5.1.3 Property Damage Caused by the Selected PROPOSER

Should any damages be caused to the public or private property by the PROPOSER(S) or their employees or agents, the PROPOSER(S) will be required to make repairs immediately. Only under special circumstances, the CITY may elect to make repairs or replacements of damaged property and deduct the cost of such from monies due or to become due to the PROPOSER(S). All repair and/or replacement must be performed to the satisfaction of the CITY.

The PROPOSER(S) shall be in full charge and be responsible for the job site, the scope of work of this CONTRACT, and be subject to the directions of the CITY and/or CITY PROJECT MANAGER

The PROPOSER(S) shall obtain and maintain additional insurance coverage for Pollution Liability. The limits and requirements for Pollution Liability shall be in an amount sufficient to cover potential losses from sudden and accidental pollution. See Section 7.1 for specific insurance requirements.

The maintenance hole of every flow monitor location shall be clearly marked.

The CITY shall not be held liable for any damage that may occur to the flow monitoring equipment.

No trees, plants, shrubs, or ornamental vegetation shall be removed without the prior written consent of the CITY.

5.1.4 Guarantee

The selected PROPOSER(S) shall guarantee a data uptime of greater than 95% of the project duration. The guarantee shall also apply to the raw data, processed data, and calculated data for each flow monitor. Every effort shall be made by the PROPOSER(S) to make sure that each maintenance hole (MH) with flow monitors will not cause line stoppage during the project duration.

5.2 Blockages and Surcharges

The selected PROPOSER(S) shall be in full compliance with the CITY'S Zero Spill Prevention Policy, included as **Attachment N**.

The selected PROPOSER(S) shall guarantee that any section of sanitary sewer with flow monitors will not experience stoppages or surcharge due to flow monitor obstructions for the entire project duration. The guarantee period begins on the date of flow monitor installation, and ends after the removal of the flow monitors.

If a sewer section is surcharged due to a blockage, the selected PROPOSER(S) shall notify the CITY immediately per Section 5.5. The CITY will take the responsibility of clearing the blockage until the surcharge condition is relieved.

The selected PROPOSER(S) shall be fully responsible for preventing sewage spillage, containing any sewage spillage, recovery and legal disposal of any spilled sewage, any fines, penalties, claims and liability arising from negligently causing a sewage spillage, and any violation of any law, ordinance, code, order, or regulation as a result of the spillage.

The selected PROPOSER(S), in case of sewage spillage, shall act immediately without instructions from the CITY PROJECT MANAGER, to control the spill and take all appropriate steps to contain it. The PROPOSER(S) shall immediately notify the CITY PROJECT MANAGER of the spill and all actions taken.

The PROPOSER(S) shall re-seal all MHs that were encountered sealed for the control of odors, or entry of extraneous water.

The PROPOSER(S) shall notify and request the CITY for assistance, if needed, in connection with removal, dismantling, and replacement of any special equipment such as existing flow monitors or diversion gates within the MH structures.

5.3 Inaccessible Maintenance Holes

In the event that a MH cannot be located or is inaccessible, the selected PROPOSER(S) shall notify the CITY and shall propose an alternative location. The PROPOSER(S) shall recommend the alternative MH location to the CITY PROJECT MANAGER or his/her designee. CITY approval is required before proceeding and installing the flow monitor at an alternate location.

5.4 Documentation

Upon completing the installation of the flow monitor, the selected PROPOSER(S) shall submit documentation within ten (10) days per 5.1.1.1 for each monitor location. Reports shall be submitted electronically to:

Christine Heinrich-Josties, Project Manager
City of Los Angeles
LA Sanitation and Environment
Wastewater Engineering Service Division
2714 Media Center Drive
Los Angeles, CA 90065
Christine.Heinrich@lacity.org

Or designated representative.

5.5 Emergency Notification

The selected PROPOSER(S) shall immediately notify the CITY whenever a surcharged sewer, or a partial or total pipe blockage is discovered. The PROPOSER(S) shall immediately contact CWCD's 24-hour emergency phone number at (213) 485-7575. The PROPOSER(S) shall indicate the location, nature of the problem, and when the problem was first detected. The PROPOSER(S) may continue working, but shall stay onsite or nearby until CITY forces arrive, unless otherwise instructed by CITY PROJECT MANAGER or his/her designee. In addition, an emergency contact list will be provided by the CITY, and will be updated periodically.

5.6 Safety

The selected PROPOSER(S) shall comply with all Federal, State, and local safety regulations and all applicable Cal-OSHA requirements.

If confined space entry into a live sewer is necessary, the CITY requires continuous ventilation and monitoring of the MH atmosphere for hydrogen sulfide, combustibles, and oxygen concentration during MH entry.

The selected PROPOSER(S) is required to operate and maintain his or her safety equipment and is responsible for all safety training for his or her crew.

The PROPOSER(S) shall never leave an open MH unattended and shall take all required precautions to restrict public access to MHs and other potentially dangerous areas.

All temporary or construction related equipment shall be removed from the sewer at the end of each work session.

The PROPOSER(S) shall perform all work in the safest possible manner. The CITY may make unannounced inspections to ensure compliance with safety requirements. If the PROPOSER(S) is deemed to be working in an unsafe manner by the CITY, the CONTRACT may be terminated.

5.7 Traffic Control

The selected PROPOSER(S) shall obtain all necessary permits and observe all standard rules of safety for pedestrian and traffic control in accordance with local laws and accepted practice.

All costs for labor, equipment, and materials required for establishing traffic control shall be included in the contract price.

Traffic control shall be established by the selected PROPOSER(S) and shall conform to requirements of the current "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the State of California Department of Transportation, or the current "Work Area Traffic Control Handbook (WATCH)".

There are a number of sewers that are in heavy traffic areas and those areas will require the use of an arrow board and an extensive traffic control setup.

All work shall be performed during normal business hours observed by the CITY except the peak hours. The peak hours are between 7:00 am – 9:00 am, and 3:00 pm – 6:00 pm. Peak hours apply to major, secondary, collector, and local streets.

Work during other hours, weekends, or HOLIDAYS observed by the CITY, may only be performed with permission from the CITY. Holidays street closing in the CITY is listed in Attachment 18.

ARTICLE 6 - BUSINESS ARRANGEMENTS

The CITY may execute an AGREEMENT with the selected PROPOSER(S) that will provide services specified in this RFP. The AGREEMENT will incorporate all elements of the PROPOSER'S business and technical proposals. Set forth in this section are the major terms of the business arrangement that the CITY seeks with the selected PROPOSER, as further defined by the proposal items contained in the PROPOSER'S proposal.

6.1 Term of Proposed AGREEMENT

The proposed AGREEMENT term will be for 5 years with one 5-year renewal option from the date of execution or until terminated as described herein. The renewal option shall be exercised at the CITY'S discretion. This AGREEMENT is subject to final approval of the **BOARD, Mayor, and City Council**.

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

- A. This CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;
- B. This CONTRACT has been approved by the City Council or by the BOARD, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and
- D. This CONTRACT has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this CONTRACT.

6.2 Performance Guarantees

The selected PROPOSER(S) warrant that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within selected PROPOSER'S profession, doing the same or similar work under the same or similar circumstances. The selected PROPOSER(S) shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT. The selected PROPOSER(S)

shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the selected PROPOSER(S) under this AGREEMENT. The selected PROPOSER(S) shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, report, calculations and other services.

6.3 Performance Bond

As security for performance under the terms of this RFP and subsequent agreements, the selected PROPOSER(S) will be required to furnish, upon execution of a CONTRACT with the CITY, a performance bond or equivalent security in a format acceptable to the CITY. The term of the performance bond or approved equivalent shall be for the life of the CONTRACT.

Prior to the award of any contract, selected PROPOSER(S) do not have to post the performance bond; however, selected PROPOSER(S) must show the capability to do so with a letter from a bonding company.

6.4 Liability of Selected PROPOSER(S)

Except as otherwise provided in the proposed AGREEMENT, the selected PROPOSER(S) shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the selected PROPOSER'S negligent performance of any of the services furnished under the AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the CITY, CITY-furnished data or any third party.

6.5 Key Personnel

The PROPOSER(S) shall designate, as part of its submittal, the CONTRACT PROJECT MANAGER to be assigned to the CITY'S program. Additional personnel shall be assigned, subject to the CITY'S approval, on an as-needed basis. The personnel assigned to these positions at the commencement of services under the proposed AGREEMENT shall serve in these positions as long as required. The PROPOSER(S) shall not change personnel assigned to these positions without the consent and approval of CITY, provided such consent shall not be unreasonably withheld.

6.6 CONTRACTOR Personnel

Unless otherwise provided or approved by the CITY, the selected PROPOSER(S) shall use its own employees to perform the services described in the proposed AGREEMENT. The CITY shall have the right to review and approve any personnel who are assigned to work under the AGREEMENT. The selected PROPOSER(S) agrees to remove personnel from performing work under the AGREEMENT if requested to do so by the CITY.

The selected PROPOSER(S) shall not use SUBCONTRACTORS to assist in performance of the AGREEMENT without the prior written approval of the CITY. If the

CITY permits the use of SUBCONTRACTORS, the selected PROPOSER(S) shall remain responsible for performing all aspects of the AGREEMENT. The CITY has the right to approve the selected PROPOSER'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay selected PROPOSER'S SUBCONTRACTORS, and nothing herein creates any privity between the CITY and the SUBCONTRACTORS.

6.7 Subcontractors

All subcontracts in excess of \$10,000 shall require submission to the Board of Public Works, Bureau of Contract Administration for approval. A copy of all subcontracts shall be submitted to the Bureau of Contract Administration showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly owned subsidiaries of the selected PROPOSER(S) shall not be considered SUBCONTRACTORS. The selected PROPOSER(S) shall not change any of these designated SUBCONTRACTORS, or reduce their level of effort, without prior written approval of the BOARD, provided that such approval will not be unreasonably withheld.

6.8 Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for the CONTRACT.

6.9 Cost Ceiling

The cost ceiling for this proposal shall be determined during the contract negotiations phase. The CITY shall not be obligated to reimburse the selected PROPOSER(S) for costs incurred in excess of the cost ceiling. The selected PROPOSER(S) 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 cost ceiling unless and until the CITY shall have notified the selected PROPOSER(S) in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of the proposed AGREEMENT. In the absence of the specified notice, the CITY shall not be obligated to reimburse the selected PROPOSER(S) for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the proposed AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the selected PROPOSER(S) in excess of the cost ceiling prior to such

increase shall be allowable to the same extent as if such costs had been incurred after the increase.

6.10 Compensation

The selected PROPOSER(S) shall be compensated for all services provided as described herein in accordance with the applicable rates specified in the proposed AGREEMENT.

6.11 Costs Incurred prior to Full Execution of the Proposed AGREEMENT

Costs incurred by the selected PROPOSER(S) prior to the actual date of full execution of the proposed AGREEMENT that may follow the RFP process, shall only be payable to the selected PROPOSER(S) if said costs were incurred in completing any task specifically authorized by the proposed AGREEMENT, and said costs are reviewed and approved by the CITY, and said approval for payment occurs after the proposed AGREEMENT is fully executed.

6.12 Invoice Procedures

The selected PROPOSER(S) shall prepare an invoice on a monthly basis for work that has been completed to the CITY'S satisfaction. The selected PROPOSER(S) is responsible for the preparation of a complete and accurate invoice. Invoices shall be prepared in such form and supported by such copies of invoices, time sheets and other documents of proof as may be reasonably required by the CITY to establish the monetary amount of such invoices as being allowed. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the selected PROPOSER(S). The CITY will not compensate the selected PROPOSER(S) for any costs incurred for invoice preparation.

6.12.1 Invoice Submittal

The CONTRACTOR shall submit all invoices electronically via email to:

Christine.Heinrich@lacity.org

6.12.2 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than one year after the date of expiration of the AGREEMENT.

6.12.3 Invoice Approval and Processing

Payments shall be made upon the submission of a complete and accurate invoice. The CITY shall review the CONTRACTOR'S invoice and attachments and notify CONTRACTOR of exceptions or disputed items within 30 days of receipt of invoice. If an invoice is not properly submitted, then a new 30 day review period will begin upon receipt of a corrected invoice by the CITY. Once approved by the CITY PROJECT MANAGER, the CITY will make a good faith effort to process payments in a timely manner. To expedite the approval process, CONTRACTORS are encouraged to submit draft invoices for review, prior to submitting a final invoice.

6.12.4 Discount

The CITY will consider a shorter payment schedule should the PROPOSER(S) offer a discount for more immediate payment. However, such discount shall not be considered in the preparation or evaluation of the rate schedules included in the proposal.

6.12.5 Best Terms

Throughout the term of the CONTRACT, CONTRACTOR shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR'S customers for similar goods and services provided under the CONTRACT.

6.12.5 Late Charges

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges or penalties incurred by the PROPOSER from any subcontractor or supplier for any time provided under the CONTRACT.

6.12.7 Disputes

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing CITY practices.

6.12.8 False Claims Act

Selected PROPOSER acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the 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. Selected PROPOSER

6.13 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of the CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than four years from the later of the following: (1) final payment made by the CITY, (2) the expiration of the CONTRACT or (3) termination of the CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon the CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of the CONTRACT.

6.14 Amendment

All amendments to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 6.1.

6.15 Suspension

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this Contract by providing the CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to the CITY until the CITY gives written notice to recommence the services.

6.16 Termination

A. Termination for Convenience

The CITY may terminate the CONTRACT for the CITY'S convenience at any time by providing the CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, the CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under the CONTRACT. All finished and unfinished documents and materials procured for or produced under the CONTRACT, including all intellectual

property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 6.21, if the CONTRACTOR fails to perform any of the provisions of the CONTRACT or so fails to make progress as to endanger timely performance of the CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate the CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.
2. If the default under the CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under the CONTRACT, the CONTRACTOR shall immediately: (1) suspend performance of any services under the CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the Contractor's obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate the CONTRACT.
4. If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of the CONTRACT or violates the CITY'S laws, regulations or policies relating to lobbying, then the CITY may immediately terminate the CONTRACT.
5. Acts of Moral Turpitude
 - a. The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

- b. If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the CITY may immediately terminate the CONTRACT.
 - c. If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate the CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of the CONTRACT.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to the CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.
- 6. In the event the CITY terminates the CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of the CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of the CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 6.16(A) Termination for Convenience.
 - 8. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
- C. In the event that the CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS, and shall notify in

writing all other parties contracted with under the terms of the CONTRACT within five working days of the termination.

6.17 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), 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 of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of the CONTRACT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph survive expiration or termination of the CONTRACT.

6.18 Claims for Labor and Materials

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the 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 or intangible 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.

6.19 Independent Contractor

The PROPOSER(S) is acting as an independent contractor(s) and not as an agent or employee of the CITY. The PROPOSER(S) 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.

6.20 Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under the CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, 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 originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under the CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under the CONTRACT. The 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 CONTRACTOR agrees that a monetary remedy for breach of the CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS under the CONTRACT, the CONTRACTOR shall secure a grant, at no cost to the CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein.

6.21 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 the AGREEMENT which consent shall not be unreasonably withheld.

6.22 Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with the CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's SUBCONTRACTORS), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in the CONTRACT, the term "SUBCONTRACTOR" means a SUBCONTRACTOR at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

6.23 Severability

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

6.24 Disputes

Should a dispute or controversy arise concerning provisions of the proposed AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction. The party against whom a decision is rendered shall be required to pay, in addition to any judgment, all legal costs and attorney's fees incurred by both parties pursuant to the resolution to the matter.

6.25 Applicable Law, Interpretation, and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. The CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles.

The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of the CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of the CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this AGREEMENT is 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.

6.26 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.

6.27 Rights Reserved by the CITY

The CITY reserves the right, at its discretion, to pursue any or all of the following actions in regard to this RFP:

1. Select and enter into an agreement with the PROPOSER(S) who, in the CITY'S sole judgment, is responsive to the RFP and whose proposal will satisfy the interests of the CITY, and not necessarily on the basis of price alone or any other single factor.
2. Award a contract to more than one PROPOSER.
3. Request additional information and/or clarification from the PROPOSER(S).
4. Reject any or all proposals, permit the timely correction of errors, or waive minor deviations.
5. Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.
6. Extend the time for submittal of this RFP.
7. Short-list any or all proposals and schedule oral presentations by the PROPOSER(S).
8. Modify the length of the CONTRACT term and associated renewal options.
9. Conduct all investigations and background checks as deemed necessary.
10. Negotiate best and final offers with PROPOSER(S).
11. Take whatever other action it deems in its best interest.

The CITY may still consider proposals that contain provisions that deviate slightly from the requirements in this RFP, in the event the deviation(s) are not considered material. However, in the event that PROPOSER(S) is awarded the CONTRACT, the PROPOSER(S) shall be in full compliance with the objectives described herein. This RFP does not obligate the CITY or any of its member agencies to accept any proposal, negotiate with any PROPOSER(S), award a contract, or proceed with the development of any project proposed in response to this RFP.

6.28 Acceptance of Terms and Conditions

Submission of a Proposal shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated here in. All proposals must be submitted in writing and must include all required documents including forms, attachments, and other specifications.

ARTICLE 7 - CITY STANDARD PROVISIONS (LEGAL REQUIREMENTS)

All PROPOSERS are required to adhere to the CITY'S policies on Personal Services Contracts. Each proposal shall submit the relevant completed forms, also included in Attachments.

7.1 Insurance Requirements

The selected PROPOSER(S) will be required to maintain for the duration of the CONTRACT and provide certification of insurance coverage(s) in the following types and amounts as specified by the CITY'S Risk Manager and the BOARD:

(a)	General Liability	[\$1,000,000]
(b)	Workers' Compensation Employer's Liability Insurance	[\$1,000,000]
(c)	Automobile Liability	[\$1,000,000]

All PROPOSERS, as part of their Proposal, are required to provide a notarized declaration from their insurance carrier(s) that their firm is able to obtain insurance coverage in the limits stated above. Information on how to submit proof of insurance to the CITY, along with conditions for acceptance of self-insurance is included in **Attachment C**. The CITY'S Risk Management, CAO Office, will determine actual insurance coverage at the time a specific Proposal is accepted.

7.2 Business Tax Registration Certificate Requirement

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification required by the CITY'S Business Tax Ordinance Section 21.00 *et seq.* of the Los Angeles Municipal Code) see **Attachment B**. For the term covered by this AGREEMENT, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

7.3 Non-Collusion

Each proposal shall contain the following statement signed by a legally authorized officer of the PROPOSER(S). "This proposal is genuine and not sham or collusive or intended to be withdrawn once submitted for evaluation in the RFP selection process or during consideration for contract award, nor made in the interest or in behalf of any person herein named; the PROPOSER(S) has not directly or indirectly induced or solicited any other PROPOSER(S) to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the PROPOSER(S) has not in any manner sought by collusion to secure himself an advantage over any other PROPOSER(S)" See **Attachment G**.

7.4 Los Angeles Residence Information

It is the policy of the CITY to require all PROPOSERS or individuals seeking Contracts with the CITY to report the headquarters address of the company and declare the percentage of the work force residing in the CITY. Proposals shall include the following information:

- Organization headquarters address
- Addresses of all branch offices located within the CITY
- Number of employees in the total workforce
- Percentage of total workforce residing in the CITY
- Percentage of total workforce employed in the CITY
- Number of employees in each Los Angeles branch offices
- Percentage of work force in each Los Angeles branch office residing in the CITY

See **Attachment F** for sample form.

7.5 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 Contracts held by the bidder or any affiliated entity during the preceding ten (10) years. PROPOSERS shall complete and return the Contract History form included in **Attachment J**.

7.6 Nondiscrimination/Equal Employment Opportunity/Affirmative Action

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the CONTRACTOR shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the CONTRACT.

All PROPOSERS shall complete and upload, the Non-Discrimination/Equal Employment Practices Certification (two (2) pages) available on the CITY of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) residing at www.rampla.org , no later than the time when an individual Proposal is submitted. However, PROPOSERS with Certifications previously uploaded to RAMP and within the last year do not need to re-submit the document.

All contracts for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the CONTRACTOR shall agree to adhere to the

provisions in the Equal Employment Practices Provisions for the duration of the CONTRACT.

All PROPOSERS shall complete and upload, the City of Los Angeles Affirmative Action Plan (two (2) pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) residing at www.rampla.org no later than the time when an individual Bid/Proposal is submitted.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful /Proposer prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Proposer and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be valid for a period of twelve (12) months from the date it is first uploaded onto the RAMP.

PROPOSERS seeking additional information regarding the requirements of the CITY'S Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

7.7 Business Inclusion Program

This RFP is subject to the City of Los Angeles' BIP Outreach Requirements included in **Attachment D** of this RFP. Performance of a BIP Outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE) and Other Business Enterprise (OBE) subcontractors must be completed utilizing RAMP, www.rampla.org.

For the purpose of this RFP, the CITY has set overall anticipated participation levels of eighteen percent (18%) MBE, four percent (4%) WBE, twenty-five percent (25%) SBE, eight percent (8%) EBE, three percent (3%) DVBE, and zero percent (0%) LGBTBE. LGBTBE is for statistical tracking purposes. All PROPOSERS must perform a BIP Outreach as described in **Attachment D** to reach out to available MBE, WBE, SBE, EBE, DVBE, and OBE SUBCONTRACTORS. PROPOSERS will not be able to utilize RAMP's BIP Outreach notification function less than fifteen (15) CALENDAR DAYS prior to the RFP response submittal deadline. **Failure to comply with the CITY'S BIP Outreach requirements by the deadline will render the proposal non-responsive.**

The following NAICS Codes have been identified as work areas for which subcontracting outreach must be performed:

- Engineering Services (541330)
- Environmental Consulting Services (541620)
- All other professional, scientific, and technical services (541990)

PROPOSERS must complete their RAMP BIP Summary Sheet including the names of all the responding SUBCONTRACTORS, vendors, or equipment rental businesses that were selected or not selected to perform work, including but not limited to the area shown in the Scope of Work section of this RFP. This list must also include an explanation of the evaluation that led to any subcontract that was rejected, and the explanation for rejection must have been communicated to the SUBCONTRACTOR/vendor using the RAMP system.

Respondents to this RFP will have until 4:30 pm of the following CITY working day after the RFP response submittal date to complete the RAMP-generated BIP Summary Sheet with the entries of the bids and quotes from all selected and non-selected subcontractors/vendors. **Failure to comply with the CITY's BIP Outreach requirements by the deadline will render the proposal non-responsive.**

PROPOSERS are also required to complete the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A) and submit it with the RFP. The PROPOSER must include on the Schedule A the names, addresses, telephone numbers, contact persons and dollar value of the subcontract of all of the selected firms, and a complete description of the supplies and/or the work to be provided by each firm.

PROPOSERS must have a bid/quote from each SUBCONTRACTOR listed on their Schedule A prior to submission of the Schedule A. PROPOSERS are encouraged to submit all of their bids/quotes from all responding SUBCONTRACTORS at the time they modify their RAMP BIP Summary Sheet by uploading them to the "BIP Supporting Documents" section. Copies of the subcontracts from ALL responding MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE firms must be submitted prior to the award of the CONTRACT.

During the term of the CONTRACT, the PROPOSER must submit the MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE Utilization Profile (Schedule B) with each invoice.

Upon completion of the project, a summary of SUBCONTRACTOR utilization shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified as correct by the CONTRACTOR or its authorized representative. The completed form shall be furnished to LASAN within 15 working days after completion of the CONTRACT.

PROPOSERS who have questions or who require assistance with the BIP requirements should contact John Pattison in LASAN's Centralized Contracts Unit at john.pattison@lacity.org.

7.8 Service Contractor Worker Retention Ordinance/Living Wage Ordinance

Unless approved for an exemption, Contractors under Contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of \$25,000 and a Contract term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the

provisions of Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). PROPOSERS shall refer to **Attachment E** for further details.

PROPOSERS who believe that they meet the qualifications for one (1) of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration website at <https://bca.lacity.org>.

7.9 Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), PROPOSERS are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) or www.rampla.org. PROPOSERS are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO.

Equal Benefits Ordinance (EBO):

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All PROPOSERS shall complete and submit the Equal Benefits Ordinance Compliance Affidavit available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) residing at www.rampla.org, prior to award of a CITY contract that exceeds \$25,000. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY'S RAMP. PROPOSERS do not need to submit supporting documentation with their proposals. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

PROPOSERS seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

First Source Hiring Ordinance (FSHO)

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the CITY, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of CITY Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All PROPOSERS shall complete and electronically sign the FSHO Compliance Affidavit available on RAMP residing at www.rampla.org prior to award of a CITY contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY'S RAMP.

PROPOSERS seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

7.10 Contractor Responsibility Ordinance

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). PROPOSERS shall refer to **Attachment A**, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All PROPOSERS shall complete and return, with their proposal, the Responsibility Questionnaire included in the Attachment. Failure to return the completed Questionnaire may result in a PROPOSER being deemed non-responsive.

7.11 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

You must register on rampla.org to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for the CONTRACT award. Proposers/Bidders seeking additional information regarding the requirements of the SDO

and DBWCO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

7.12 Municipal Lobbying Ordinance

Any PROPOSERS for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, and a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder 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. The Municipal Lobbying Ordinance and Bidder Certification CEC Form 50 can be found in **Attachment K**.

7.13 Child Support Assignment Orders

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under the CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject the CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

7.14 Access and Accommodations

The CONTRACTOR represents and certifies that:

- A. The CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under the CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding the CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

7.15 Conflict Of Interest

Names of entities associated with the PROPOSER(S) who may have a conflict of interest with any activity of this project should be included in the proposal. Provide details and reasons. PROPOSERS are subject to disqualification on the basis of conflict of interest as determined by the CITY.

7.16 Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if the CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for performance under the CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate the CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after the CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any CONTRACT with any SUBCONTRACTOR expected to receive at least \$100,000 for performance under the CONTRACT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising
in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY")

officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

The Bidder Certification CEC Form 55 can be found in **Attachment K**.

7.17 Contractor Performance Evaluation Ordinance

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 fourteen (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 service contracts.

7.18 Local Business Preference (LBP) Program

PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. All PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant an additional eight (8) percent of the total possible evaluation points added to their evaluation score to PROPOSERS who are certified as LBE firms. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two (2) percent reduction of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve percent.

Preference shall only be awarded to a certified LBE Proposer when the services provided under the CONTRACT are directly provided by its employees whose primary work location is in Los Angeles County. Preferences shall only be awarded for equipment, goods, or materials when the certified LBE Proposer acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods, or materials (not less than two thirds of the time), at a business location in the Los Angeles County.

Please refer to **Attachment L** for additional information regarding the LBP Program.

7.19 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (**Attachment M**).

7.20 Contractor's Use of Criminal History for Consideration of Employment Application

Any contract awarded pursuant to this RFP will be subject to the City Contractors' Use of Criminal History for Consideration of Employment Application, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least ten employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post the Ordinance's information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

PROPOSERS seeking additional information regarding the requirements of the City Contractors' Use of Criminal History for Consideration of Employment Applications may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

7.21 COVID-19 Vaccination Requirements

Employees of the CONTRACTOR and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with CITY employees, contractors, or volunteers, (2) working on CITY property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this AGREEMENT (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such Contractor Personnel has been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this AGREEMENT. The CONTRACTOR shall grant medical or religious exemptions to Contractor Personnel as required by law.

APPENDIX
LIST OF ATTACHMENTS

Attachment A:	Contractor Responsibility Ordinance
Attachment B:	City Business Tax Registration
Attachment C:	Insurance and Bonds
Attachment D:	Business Inclusion Program Requirements
Attachment E:	Living Wage Ordinance and Worker Retention Ordinance
Attachment F:	Los Angeles Residence Information Form
Attachment G:	Non-Collusion Affidavit
Attachment H:	Municipal Lobbying Ordinance/ Bidder Certification CEC Form 50
Attachment I:	Standard Contract Provisions for City Contracts
Attachment J:	City of Los Angeles Contract History form
Attachment K:	Contract Bidder Campaign Contribution and Fundraising Restrictions/Bidder Certification CEC Form 55
Attachment L:	Local Business Preference Program
Attachment M:	Iran Contracting Act of 2010
Attachment N:	Zero Spill Prevention Policy

CONTRACT NO. C- _____

SERVICE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
MCCROMETER INC.
FOR
CLEAN WATER CONVEYANCE SYSTEM FLOW GAUGING
DATA



City of Los Angeles
Department of Public Works
Los Angeles Sanitation and Environment

Barbara Romero, Director and General Manager
Julie Allen, Assistant Director

Wastewater Engineering Services Division
Rowena Lau, Division Manager

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CLEAN WATER CONVEYANCE SYSTEM FLOW GAUGING DATA

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "McCrometer Inc." hereinafter referred to as the "CONTRACTOR "; is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY has a need for a comprehensive flow monitoring and data delivery system utilizing automated sanitary sewer flow monitors at various locations within the CITY'S wastewater collection system; and

WHEREAS, on August 18, 2023, the Board of Public Works authorized the Bureau of Sanitation (LASAN) to distribute a Request for Proposals (RFP) for CLEAN WATER CONVEYANCE SYSTEM FLOW GAUGING DATA and to negotiate a contract with a qualified proposer; and

WHEREAS, on December 6, 2023, LASAN received two (2) proposals in response to the RFP; and

WHEREAS, McCrometer Inc. was deemed the most qualified proposer with the best experience, and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, the CITY plans to utilize McCrometer Inc. to provide services for the installation, calibration, maintenance, and upgrade of the wastewater collection gauging system, data collection, storage, data accuracy, guaranteed reliable data delivery, technical support, and training, which includes all necessary parts, equipment, and labor

to perform the work, during the course of a five (5) year period with a five (5) year renewal option; and

WHEREAS, McCrometer Inc. meets the State, Federal, and Local requirements to perform wastewater flow monitoring data delivery services; and

WHEREAS, the services to be provided by McCrometer Inc. are of an expert and technical nature; and

WHEREAS, McCrometer Inc. services are deemed to be vital to meet the CITY's commitment to the prevention of sanitary sewer overflows; and

WHEREAS, the CITY is committed to protect public health and the environment; and

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, or headings in this CONTRACT have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities 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/CONTRACT	This contractual agreement between the CITY and McCrometer Inc. for the installation, calibration, maintenance, and upgrade of the wastewater collection gauging system, data collections, storage, data accuracy, guaranteed reliable data delivery, technical support, and training, which includes all necessary parts, equipment, and labor to perform the work.
--------------------	--

BOARD	The Board of Public Works of the City of Los Angeles.
CALENDAR DAYS	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this AGREEMENT.
CONTRACTOR / CONSULTANT	McCrometer Inc.
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT
DIRECTOR	Director of LASAN or his/her designated representative
LASAN	Bureau of Sanitation, Department of Public Works, City of Los Angeles
MBE/WBE/SBE/EBE/DVBE /OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises
SUBCONTRACTOR	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR

ARTICLE 3 – PROJECT DESCRIPTION

The BUREAU owns, operates, and maintains one of the largest wastewater collection systems in the nation. The collection system conveys approximately 350 MGD of sewage through a network of nearly 6,800 miles of sewer pipes to one of the four (4) water reclamation plants. In order to safely manage and convey this substantial volume, the BUREAU depends upon a flow gauging system to monitor the continuous depth, velocity, and flow in the collection system. The data collected by these flow monitors is used in the control of the wastewater collection system and treatment plants, and in the planning studies of future wastewater system needs. In addition to updating the Rainfall Derived Inflow and Infiltration (RDI/I) study, there is a need to calibrate and validate the expanded wet weather MIKE+ hydrodynamic model, review the CITY'S existing sewer relief projects, and provide multiple relief levels based on different RDI/I contributions. Therefore, the regular maintenance of these flow monitors is critical to the performance and the use of them.

The CONTRACTOR through this contract will provide a comprehensive service consisting of installation, calibration, maintenance of the gauging system, data collections and storage, data accuracy and guaranteed reliable data delivery, technical support, training, inclusive of all necessary parts, labor and equipment to perform the work required.

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

The selected contractor shall perform the following services under this contract:

4.1 The CONTRACTOR shall perform the services described in Article 4.4. The CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

4.2 The CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

4.3 Maintenance of Records

The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) the final payment made by the CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. The CONTRACTOR shall provide any reports requested by the CITY regarding the performance of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this CONTRACT.

4.4 Scope of Services

The CONTRACTOR shall provide comprehensive standard services as further detailed below, generally consisting of the installation, calibration, maintenance, and upgrading of the gauging system, data collection and storage, guaranteed reliable and accurate data

delivery, technical support, and training, which includes all necessary parts, labor and equipment for sites using Hach manufactured flow monitors. Such services shall specifically include services relating to::

- Flow meters used by LASAN's Financial Management Division for purposes of calculating and billing agencies with whom LASAN has contracts for wastewater conveyance (FMD Flow Meters).
- Permanent flow meters with some locations connected to the CITY's Supervisory Control and Data Acquisition (SCADA) system or Distributed Control System (DCS).
- As-Needed Flow Monitors: These meters are subject to relocation on an as needed basis at the direction of the Project Manager.

The CONTRACTOR shall accommodate normal operating hours of 8:00 AM to 5:00 PM (Pacific Time), Monday through Friday, for regular maintenance and support services.

COMPREHENSIVE STANDARD SERVICE

The comprehensive standard service shall include the following:

4.4.1 Installation, Setup and Upgrade of Equipment

For all flow metering locations as determined by the CITY, the CONTRACTOR shall install Hach Flo-Dar Area/Velocity Radar Flow Meters with Surcharge Velocity Sensors and pressure transducers with FL904 flow loggers or approved equal equipped with wireless transmitters and the appropriate combination of flow monitoring sensors. If there is an existing flow meter in the requested flow monitoring location, CONTRACTOR shall be responsible for removing the existing gauge to install the new flow monitoring device.

For each CITY-designated site, the CONTRACTOR shall install the appropriate combination of flow meters and sensors as determined by the CONTRACTOR pursuant to a site investigation. Site investigations at each flow monitoring location will evaluate hydraulic suitability, sensors endurance, safety concerns, and access issues. Site reports will be prepared by CONTRACTOR for each flow monitoring location and submitted to the CITY within 10 days of the date of the site investigation for the particular location.

All costs for labor, equipment, and materials required to establish traffic control shall be built into the CONTRACT price provided. CONTRACTOR assumes the financial responsibility for traffic control expenses. The CONTRACTOR must comply with peak hour traffic restrictions that apply to major CITY roadways and primary streets in accordance with all applicable laws and regulations. In addition, the CONTRACTOR shall comply with any applicable weekend and Holiday traffic restrictions. Traffic control shall be established by CONTRACTOR and shall conform to requirements of the current "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the State of California

Department of Transportation (CalTrans), or the current "Work Area Traffic Control Handbook (WATCH)". There are a number of sewers that are in heavy traffic areas and will require the use of one or more arrow boards and an extensive traffic control setup. When major traffic control setup is required by the CalTrans Encroachment Permit, beyond the regular control by setting up cones, City may consider compensating the CONTRACTOR for extra costs. Uptime (i.e., percentage of time that the flow monitoring sensors are fully operational and accessible) requirements and associated penalties shall not apply against the CONTRACTOR if delays are caused by, but not limited to, peak hour traffic restrictions, any restrictions due to the California Vehicle Code or the Los Angeles Municipal Code, misuse of the equipment by the CITY or third party contractors, inability to access the site, acts of vandalism, or failure to properly secure the site.

CONTRACTOR will notify CITY if a site selected by the CITY is unsuitable for flow monitoring with available instruments, or if site conditions change during the contract period such that the site becomes unsuitable for flow monitoring. CITY will provide alternate sites for CONTRACTOR evaluation. CONTRACTOR will not be subject to Uptime requirements until 10 days after CITY identifies alternate sites for evaluation.

The CONTRACTOR shall use but is not limited to the following sensor combinations:

- Flo-Dar Area/Velocity Radar Flow Meters with Surcharge Velocity Sensor
- Sub A/V with AV9000 sensors
- US9001 Down-looking sensors
- US9003 In-Pipe sensors

The CONTRACTOR shall equip the FMD Flow Meter locations with redundant/precise sensors due to the criticality of these meters in terms of the uptime and measurement accuracy; unless otherwise instructed by the CITY.

If new technology becomes available and is appropriate (e.g., existing flow monitoring equipment requires replacement), CONTRACTOR shall upgrade the equipment. The CITY may request CONTRACTOR to upgrade equipment at any time during the term of the AGREEMENT subject to negotiated charges for the same. Unless otherwise requested by the CITY, CONTRACTOR will install the newest technology at the start of the term of this AGREEMENT and upgrade to the newest technology as it becomes available.

For each of the flow meters, the CONTRACTOR shall set up, at minimum:

- A 15-minute local data logging interval
- Daily server uploads with maintenance calls

- Secondary data collection and calling intervals to be implemented in alarm conditions as defined by the CITY
- FSDATA™ online data management application to be used for near-real time viewing of data
- FlowWorks to be used for near-real time viewing of data and advanced data analysis

(If new technology becomes available and is appropriate [e.g., flow monitoring equipment requires replacement], CONTRACTOR will upgrade the equipment. The CITY may request CONTRACTOR to upgrade the equipment at any time during the term of the AGREEMENT subject to negotiated charges for the same. Unless otherwise requested by the CITY, CONTRACTOR will install the newest technology at the start of the term of this AGREEMENT and will upgrade to the newest technology as it becomes available.

The baseline data delivery system configuration will record sensor and system data every 15 minutes. The flow logger will then upload the most recently recorded data sets to the FSDATA™ website every 15 minutes. All remaining data collected during the course of a given day will be uploaded to the FSDATA™ website during a nightly maintenance call. The system will also be configured to record and transmit data at 5-minute intervals during alarm conditions as defined by the CITY. The calling interval will be configured for this more frequent data transmission during alarm conditions to ensure that the data is available for the CITY.

4.4.2 Calibration of Equipment

Upon installation and during subsequent calibrations, CONTRACTOR will perform hydraulic calibration and physical confirmation of sensor readings. CONTRACTOR will also perform hydraulic calibrations and physical confirmation of sensor readings in conjunction with any confined space entry independently required for meter repair, replacement, or relocation.

CONTRACTOR expects to change flow meter batteries approximately once per year. At the time of battery replacement, CONTRACTOR will also perform a series of on-site and remote quality assurance and performance verifications to include, but not be limited to, the steps outlined in section 4.4.3.

For FMD Flow Meter sites, CONTRACTOR shall perform hydraulic calibration, as detailed below, at six (6) month intervals. CONTRACTOR will also perform a series of on-site and remote quality assurance and performance verifications to include, but not be limited to, the steps outlined in section 4.4.3. CONTRACTOR shall be compensated for the additional calibration of FMD Flow Meter sites as specified in Exhibit 16 Task 4.

For all other monitoring sites, hydraulic calibrations shall be performed at the CITY's request and billable as specified in Exhibit 16.

Hydraulic calibration shall include the following:

4.4.2.1 Prior to commencing work, CONTRACTOR shall submit to the CITY a "Site Calibration Schedule" which shall include date and approximate time of each site visit, and back-up hydrographs showing range of flow to be measured during calibration activities.

4.4.2.2 Before calibrations begin, CONTRACTOR shall provide the CITY with a description of calibration methodology. This shall include data collection frequency, velocity measurement methodology, flow depth measurement methodology, flow rate calculations methodology, sediment/debris depth measurement methodology, and pipe size and shape verification methodology. Further supporting documentation shall include new photographs of site and site conditions at the time of calibration.

4.4.2.3 Within ten (10) business days of completion of calibration, CONTRACTOR shall provide the CITY with a written documentation of calibration data and results.

The CITY shall have the right to have a representative present on-site during calibration activities for observation purposes only. During the on-site calibration, the CITY shall have the option of verifying flow data by taking manual measurements of its own.

4.4.3 QA/QC Program

During the term of the AGREEMENT, CONTRACTOR'S data analysts will manually review each monitoring site for performance and data quality twice weekly utilizing operation/maintenance logs, profile calibrations, site sheets, near real-time readings, hydrographs, tabular data, and remote sensor diagnostic tools. The data analysts will make appropriate adjustments as needed to optimize the flow meter performance.

4.4.3.1 CONTRACTOR may also perform minimal data editing, at its own discretion and using standard practices, to correct minor issues discovered during review. Any edits will be recorded and provided to the CITY for review. The raw data shall always be made available to the CITY.

4.4.3.2 Flow performance information will characterize capacity of selected basins during dry weather and wet weather flow conditions. It is noted that capacity analysis will be represented on a flow gauge site-by-site basis and represents the hydraulic conditions only at the flow gauge site locations; hydraulic conditions in other areas of the collection

system will differ. To know the capacity within the local collection system, a full hydraulic model would need to be constructed based on the known pipe slopes of each pipe segment within the local collection system. This is an optional service that could be requested by the CITY and performed under “as needed engineering services”.

4.4.3.3 CONTRACTOR shall provide quality assurance procedures (e.g., training references) for review during project commencement meetings and/or subsequent workshops requested by the City.

4.4.3.4 Data accuracy evaluation will be based on individual site visits by qualified CONTRACTOR staff during installations and subsequent calibrations. An individual site visit may show a repeatable diurnal pattern and the relationship between depth and velocity may be well defined, but variations from these expected relationships may be caused by changes in site conditions/hydraulics and/or a change in meter/sensor performance. Data shall be considered to be accurate based on the following criteria:

4.4.3.4.1 Accurate data baseline will be determined by scatter graph analysis using Manning’s Equation, power equation, and 2nd or 3rd order polynomial equations. Once the best fit equation is chosen, it shall be used to calculate expected velocity based on a depth measurement. This calculated velocity shall be compared with actual measured velocity. Using this baseline data, an acceptable range of variation shall be established. The CITY and CONTRACTOR will jointly determine whether the baseline data results for each individual site are acceptable.

4.4.3.4.2 Data will be considered accurate within two (2) standard deviations during wet weather conditions and one (1) standard deviation during dry weather conditions. However, sites with a turbulent surface may have more variations in the readings. In those situations, the accurate data threshold will be determined jointly by the CITY and CONTRACTOR.

4.4.3.5 Data Reporting - Flow gauging data reports will be generated by the CITY via the FlowWorks Software.

4.4.3.5.1 Permanent Flow Monitors: QA/QC finalized flow gauging data (QFinal) via FlowWorks software shall be available for review within 30 calendar days of the last reporting period, defined as the previous calendar month.

4.4.3.5.2 FMD Flow Meter Monitors: QA/QC finalized flow gauging data (QFinal) via FlowWorks software shall be available for review within 10 business days of the last reporting period, defined as the previous calendar month.

4.4.3.5.3 FlowWorks shall be capable of generating reports in the following formats:

- 15-minute interval data format
- Hourly data format, start ON-hour (i.e. 1:00, 2:00, etc.)
- Daily data format
- Weekly data format
- Monthly data format

4.4.4 Maintenance of Services and Liquidated Damages

CONTRACTOR shall ensure that all sanitary sewer flow monitoring sites are operational at all times with a minimum uptime of 95% per month from the time of receipt of written notice, to allow for maintenance and service. CONTRACTOR shall not be responsible for downtime associated with, but not limited to, misuse of the equipment by the CITY or third party contractors, inability to access the site, acts of vandalism, or failure to properly secure the site.

4.4.4.1 CONTRACTOR shall perform minimal data editing, at its own discretion and using standard practices, to correct minor issues discovered during review. Any recorded edits that are inconsistent with those outlined in Article 4.4.3.1 will be considered as flow meter downtime.

4.4.4.2 CONTRACTOR shall perform remote diagnostic check-out via cell tower connection, remote and on-site repair, FSDATA™ generated system and channel alarms, and/or preventive maintenance services including all parts and labor necessary to keep the equipment operating in accordance with the manufacturer's design specifications. A copy of the manufacturer's specifications is attached to this AGREEMENT as Exhibit 15.

4.4.4.3 For FMD Flow Meter sites, , CONTRACTOR shall respond to and repair or replace malfunctioning equipment within two (2) calendar days from receipt of a written service request or written notification delivered by mail, facsimile, or electronic mail from the CITY. If any of the flow monitors are not operational for more than two (2) calendar days from the time of receipt of written notification, the CONTRACTOR shall pay liquidated damages as outlined in Article 11.1 due to the financial impacts that the City may incur with contract agencies.

4.4.4.4 For all monitoring sites, CONTRACTOR shall deliver monthly flow gauging data uptime reports the 10th of each month. All sites will be subject to McCrometer's 95% uptime guarantee.

4.4.5 Database Management

CONTRACTOR shall provide extensive redundancy and security for the CITY'S flow data. All monitoring sites will record and transmit data via the Hach FL904 series wireless logger

to CONTRACTOR'S FSDATA™ software package. Utilizing encrypted SSL connections (https://). CONTRACTOR shall provide CITY with 24/7 secure data access using a unique username / password combination.

The FSDATA™ server needs will be provided by Microsoft Azure cloud-based data storage. Data will be maintained by the CONTRACTOR's IT Team. CONTRACTOR will mirror all FSDATA™ data to a third party analysis package, FlowWorks.

4.4.5.1 CONTRACTOR shall provide Hach FSDATA™ Server Software, FlowWorks Server Software, and technical support for each software. CONTRACTOR shall provide hotline software support between the hours of 8:00am and 5:00pm Pacific Time, every day, by having a data analyst available by telephone or video call to advise trained CITY personnel on resolving data problems, and answering software and systems questions.

4.4.5.2 CONTRACTOR shall notify the CITY and provide software updates or upgrades if it becomes available and is appropriate. Unless otherwise requested by the CITY, CONTRACTOR will install the newest software at the start of the term of this agreement, and at the start of the renewal option, specified in Article 7, and will upgrade to the newest technology as it becomes available.

4.4.5.3 The CITY will fully acquire ownership over all information and content in relation to the data and reports provided. The CONTRACTOR waives any proprietary interest in the intellectual property resulting from the data and reports provided.

4.4.6 Training

CONTRACTOR shall conduct training for CITY'S instrumentation and engineering staff. The training shall include the following:

4.4.6.1 CONTRACTOR shall provide software training to a maximum of ten (10) CITY staff. Such training shall include training regarding any updated/upgraded enterprise software. CONTRACTOR shall ensure that, upon completion of training, each trained CITY employee is capable of utilizing the software fully to acquire, analyze, perform QA/QC, and report flow data from the flow monitors. The CITY can request this training session on one occasion at any time during the duration of the CONTRACT.

4.4.6.2 CONTRACTOR shall provide instrumentation and equipment training to a maximum of ten (10) CITY staff. CONTRACTOR shall ensure that, upon completion of training, each trained CITY employee is capable of installing, calibrating, and maintaining flow monitors. The CITY can request this training session on one occasion at any time during the duration of the CONTRACT.

4.5 CONTRACTOR Schedule of Services and Workplan

4.5.1 The CONTRACTOR shall prepare and submit to the CITY a workplan describing the tasks to be performed, within fifteen (15) CALENDAR DAYS, after receiving the CITY'S written Notice To Proceed. This workplan shall include a Schedule of Services which shall consist of a detailed bar chart. The CONTRACTOR shall perform the work in accordance with the approved Schedule of Services and prepare revisions and updates in a timely manner. The CITY may withhold payments to the CONTRACTOR for failure to comply with the requirements of the workplan and schedule.

4.5.2 The CONTRACTOR'S Schedule of Services shall show the dates on which each part or division of the work defined in the Workplan is expected to be started and completed and shall show all submittals associated with each work activity such as calibration, installation, and site investigation reports. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The CONTRACTOR shall also submit a separate progress schedule listing all submittals required under the CONTRACT and when it is anticipated that each submittal will be submitted. The CITY will review the CONTRACTOR'S schedule and provide comments relative to overall compliance with requirements of the CONTRACT documents.

4.5.3 An updated Schedule of Services and Workplan shall be submitted to the CITY that accurately reflects the status of the work and incorporates all changes into the Workplan. Updated schedules shall also be submitted at such other times as the CITY may direct.

4.5.4 The CONTRACTOR shall submit progress reports that shall consist of a monthly narrative progress report and may include an updated Schedule of Services. The purpose of the report is to provide a brief description of the status of the work and to identify any problems and open issues that may affect timely completion.

4.5.5 The CONTRACTOR shall provide an overall CONTRACT summary of the utilization of subconsultants as part of the monthly invoice. The summary shall include all tasks completed to date or underway.

4.6 Additional Services

CONTRACTOR shall provide additional services directly related to this project and not covered in the comprehensive standard service outlined in Article 4.4 as directed and authorized by CITY. Unit cost of these additional services has been agreed upon between CONTRACTOR and CITY, as outlined in Exhibit 16.

These additional services include, but are not limited to, the following:

- Relocation of flow monitors,

- Additional calibrations,
- Monthly Data Analysis,
- Monthly Data Reports,
- Annual Analysis Reports,
- RDI/I Analysis/Report (if requested)
- Emergency response beyond the normal maintenance scope and hours Article 4.
- Additional training sessions
- Procurement of rainfall precipitation related data

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

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

Name, Title:	Justin Rimbert - DDS Project Manager
Address:	3255 West Stetson Avenue, Hemet, CA 92545 (remote based in Colorado)
Telephone:	(970) 305-6388
E-mail:	justin.rimbert@mccrometer.com / dds@mccrometer.com

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

5.2 The 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 CONTRACT, and the CONTRACTOR shall not change personnel assigned to these positions without 15-days prior written consent and approval of the CITY'S PROJECT MANAGER, whose consent shall not be withheld unreasonably.

5.3 Unless otherwise approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY has the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

5.4 The CONTRACTOR shall not use SUBCONTRACTORS to assist in the performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONTRACTORS. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of any SUBCONTRACTOR. The CITY does not have any obligation

to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and any SUBCONTRACTOR.

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

The CITY designates CHRISTINE HEINRICH-JOSTIES as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of this 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 PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in her stead. The CITY may designate another CITY employee to succeed CHRISTINE HEINRICH-JOSTIES as the CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such an event.

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by the CITY.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for five (5) years from the date of full execution as set forth below, with a five (5) year renewal option to be exercised at the CITY's sole discretion, unless terminated as provided under Article 9 or extended by a duly approved amendment to this AGREEMENT and signed by the parties. In addition to the five (5) year renewal option, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial five (5)-year term if the CITY elects not to renew, or the end of the ten (10)-year term if the CITY elects to renew, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

During the five (5)-year renewal period, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five percent (5%) of the total CONTRACT cost.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred (i.e., full execution):

1. This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;
2. This CONTRACT has been approved by the City Council or by the BOARD, officer, or employee authorized to give such approval;
3. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and
4. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer, or employee authorized to enter into this CONTRACT.

ARTICLE 8 – SUSPENSION

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with a written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs, or expenses to the CITY until the CITY gives written notice to recommence the services.

ARTICLE 9 – TERMINATION

9.1 Termination for Convenience

The CITY may terminate this CONTRACT, in whole or in part, for the CITY's convenience at any time by providing the CONTRACTOR not less than thirty (30) calendar days written notice. Upon receipt of the notice of termination, the CONTRACTOR shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

9.2 Termination for Breach of Contract

9.2.1 Except as provided in Article 21, if the CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely

performance of this CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.

9.2.2 If the default under this CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, the CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.

9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this CONTRACT.

9.2.4 If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates the CITY'S laws, regulations, or policies relating to lobbying, then the CITY may immediately terminate this CONTRACT.

9.2.5 Acts of Moral Turpitude

a) The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b) If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.

c) If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of this CONTRACT.

d) Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in the California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elder abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e) For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

9.2.6 In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7 If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Professional Services Agreement Section 9(A) Termination for Convenience.

9.2.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

9.3 In the event that this CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) working days of the termination.

ARTICLE 10 – SUBCONTRACT APPROVAL

All subcontracts that are one half of one percent (0.5%) of the total CONTRACT amount or \$10,000, whichever is greater, shall require the prior approval of the CITY. A copy of

all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered SUBCONTRACTORS/SUBCONSULTANTS. The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this AGREEMENT (Exhibit 01, Schedule A) without the prior written approval of the CITY. The CONTRACTOR shall not add SUBCONTRACTORS to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT

11.1 Definitions

11.1.1 "Cost" as used herein is defined as the sum of:

11.1.2 "Subcontract Expenses" shall be the actual amount paid by the CONTRACTOR to the SUBCONTRACTOR for their services to the CITY plus an administrative fee of five percent (5%).

11.1.3 Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the 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 in writing and said approval for payment occurs after this AGREEMENT is fully executed. No such amount shall be due and payable until the CITY so approves. In no event shall interest be owed on any costs whatsoever incurred prior to the actual date of full execution of the AGREEMENT.

11.1.4 The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S personnel for invoice preparation. The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S communication expenses and computer time charges.

11.2 Compensation

11.2.1 The CONTRACTOR shall be compensated for all services provided as described herein in accordance with the applicable rate schedules as indicated in Exhibit 16. The CONTRACTOR agrees to perform the work specified in Articles 4.4, and the CITY shall compensate the CONTRACTOR on a Unit cost basis per service outlined in Exhibit 16.

CONTRACTOR agrees to perform additional services related to this project as listed in Article 4.5 but not included the work scope in Article 4.4, and CITY shall compensate CONTRACTOR for this Extra Cost as agreed upon between CONTRACTOR and CITY prior to performance of such services. In no event shall costs for such additional services cause the total contract ceiling cost to exceed \$11,287,205.00 for the initial five-year duration of the contract, or \$22,574,410 for the ten-year term of the contract assuming the City exercises the five-year renewal option. Unit cost estimates for these typical services are outlined in Exhibit 16.

The CITY may assess the CONTRACTOR liquidated damages if any of the FMD Flow Monitors are not operational for more than two (2) days after the written service notification. Due to financial impacts that the City may be subjected to with contract agencies, liquidated damages will be at the rate of \$750.00 per monitor per day after the allowable downtime of two (2) days, from the time of receipt of the written service notification. Fractional days will be rounded up to the next full day. This clause shall not apply to the extent that any delay is caused by acts not reasonably within the CONTRACTOR'S control, including but not limited to misuse of the equipment by the CITY or third party contractors, inability to access the site, acts of vandalism, or failure to properly secure the site.

CONTRACTOR shall not be compensated in a given month for any monitoring location that does not meet the minimum uptime of 95% in that month.

11.2.2 Cost Ceiling

The cost ceiling for this CONTRACT shall not exceed \$22,574,410.00 or as modified by the CITY. The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the cost ceiling. CONTRACTOR shall not be obligated to continue performance or otherwise incur costs in excess of the cost ceiling unless and until CITY shall have notified CONTRACTOR in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of this AGREEMENT. In absence of the specified notice, CITY shall not be obligated to reimburse CONTRACTOR for any costs in excess of the cost ceiling prior to such increase shall be allowable to the same extent as if such cost had been incurred after the increase.

11.2.3 CITY Reimbursement Obligations

The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the Project Services Cost Estimate set forth. The 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 the CITY shall have notified the 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, the CITY shall not be obligated to reimburse the 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.

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

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. The CONTRACTOR agrees that any services provided by the CONTRACTOR, purchases made by the CONTRACTOR, or expenses incurred by the CONTRACTOR in excess of the appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for the services, purchases, or expenses. The CONTRACTOR shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT. 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.

If CITY shall appropriate funds for any successive fiscal years, CITY'S obligations shall be extended to the extent of such appropriation subject to the terms and conditions of this AGREEMENT.

11.2.4 Late Charges

The CITY shall not pay late penalties or interest on outstanding invoices. The CITY shall not be responsible for the payment of any interest, late charges, or penalties incurred by the CONTRACTOR from any subcontractor or supplier for any item provided under the CONTRACT.

11.2.5 Disputes

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing CITY practices.

11.3 Invoicing and Payment

11.3.1 Invoice Preparation and Supporting Documents

Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the CITY to establish the amount of such invoices as allowable expenses. Invoices shall be submitted monthly and shall include all costs for the services provided for the completion of each flow meter installation or data delivery service of each flow monitoring location during the preceding month. The CONTRACTOR shall submit a Subcontractor Utilization Form, Exhibit 2 [Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE], as part of the monthly invoice, listing current MBE/WBE/SBE/EBE/ DVBE/OBE amounts invoiced as part of the invoicing procedures. The CONTRACTOR must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the Subcontractor Utilization Form attachment. All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT. All invoices shall be subject to audit.

11.3.2 Invoice Submittal

The CONTRACTOR may submit invoices and documentation via mail to:

Ms. Christine Heinrich-Josties
CITY of Los Angeles, Bureau of Sanitation
Wastewater Engineering Services Division
2714 Media Center Drive
Los Angeles, CA 90065

Clearly indicate on the outside of the envelope that it contains invoices for the Wastewater Collection System Flow Gauging Data Program, to ensure prompt processing. The CITY may change the submittal address, in writing, at any time.

Alternatively, the Contractor may submit invoices and documentation via electronic mail to:

Ms. Christine Heinrich-Josties
City of Los Angeles, Bureau of Sanitation
Wastewater Engineering Services Division
christine.heinrich@lacity.org

The electronic email shall be titled with sufficient information as to establish the identity of the CONTRACTOR, the services provided, and the billing period for said services.

Electronic email invoice submissions shall contain all preparation requirements contained in Section 11.3.1 of this agreement.

11.3.3 Invoice Submission and Approval

The CONTRACTOR shall submit to the CITY an original and three (3) copies of an invoice in a format acceptable to the CITY on a monthly basis. The CITY will review the CONTRACTOR'S invoice and attachments and notify CONTRACTOR of exceptions or disputed items within fifteen (15) days of receipt of the invoice. If an invoice is not properly submitted, then a new fifteen (15) day review period will begin upon receipt of a corrected invoice by the CITY.

If the CITY does not notify the CONTRACTOR of disputed items or exceptions within fifteen (15) days of receipt, then the entire invoice amount shall be deemed approved for payment. The CITY will make a good faith effort to process payments in a timely manner. To expedite the approval process, CONTRACTORS are encouraged to submit draft invoices for review, prior to submitting a final invoice.

The CITY will not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than one year after the date of expiration of this AGREEMENT.

11.4 False Claims Act

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 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS

All amendments, changes, or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7.

ARTICLE 13 – INDEMNIFICATION AND INSURANCE

13.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, the CONTRACTOR shall defend, indemnify, and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's

fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

13.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless, and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 3 hereto). The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 3 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 3 hereto. Exhibit 3 is hereby incorporated by reference and made a part of this CONTRACT.

13.3 BONDS

All bonds required by the CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

ARTICLE 14 – INDEPENDENT CONTRACTORS

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

ARTICLE 15 – WARRANTIES AND RESPONSIBILITY OF CONTRACTOR

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

15.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.

15.4 The CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.

15.5 Except as specified in Article 13 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product (as defined in Article 18) furnished

by the CONTRACTOR, or its SUBCONTRACTORS, under this CONTRACT. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT 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/or proprietary information.

ARTICLE 18 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, blueprints, studies, memoranda, computation sheets, 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 originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. The 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 CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT, the CONTRACTOR shall secure a grant, at no cost to the CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purpose(s).

The CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein.

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 CONTRACT with the CITY.

ARTICLE 19 – 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 28.

ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery, regular mail, or electronic mail. Notices sent by regular 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:	Christine Heinrich-Josties
Address:	2714 Media Center Drive, Los Angeles, CA 90065
Telephone:	323-342-1574
E-mail:	Christine.heinrich@lacity.org

To the CONTRACTOR:

Contact Person:	Justin Rimbert
Address:	3255 West Stetson Avenue, Hemet, CA 92545 (remote based in Colorado)
Telephone:	(970) 305-6388
E-mail:	justin.rimbert@mccrometer.com / dds@mccrometer.com

ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS)

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in this CONTRACT, the term "SUBCONTRACTOR" means a subcontractor at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 22 – 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 23 – 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 24 – 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 25 – 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, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of this CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term, or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of this CONTRACT shall not be affected thereby.

ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or 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 CITY PROJECT MANAGER.

ARTICLE 27 – WAIVER

A waiver of a default of any part, term, or provision of this CONTRACT 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 28 – 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 under this CONTRACT, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

ARTICLE 29 – PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the CONTRACTOR'S performance of this CONTRACT and shall pay any fees required therefore. The CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONTRACTOR'S performance of this CONTRACT.

ARTICLE 30 – BEST TERMS

Throughout the term of this CONTRACT, the CONTRACTOR shall offer the CITY the best terms, prices, and discounts that are offered to any of the CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 31 – CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this CONTRACT 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 or intangible matter produced by the CONTRACTOR hereunder) and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

ARTICLE 32 – 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 33 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 *et seq.*, as amended from time to time.

A. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 34 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all

applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within ninety (90) days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 35 – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

35.1 LIVING WAGE ORDINANCE

The CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision (Exhibit 5).

35.2 SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 36 – ACCESS AND ACCOMMODATIONS

The CONTRACTOR represents and certifies that:

A. the CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and the California Government Code Section 11135;

B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services, and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE

The CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

ARTICLE 38 – LOS ANGELES BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, the CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this CONTRACT. The CONTRACTOR shall utilize the Regional Alliance Marketplace for Procurement (“RAMP”) at <https://www.rampla.org/> to perform and document outreach to Minority, Women, and Other Business Enterprises. The CONTRACTOR shall perform subcontractor outreach activities through RAMP. The CONTRACTOR shall not change any of its designated SUBCONTRACTORS or pledged specific items of work to be performed by these SUBCONTRACTORS, nor shall the CONTRACTOR reduce their level of effort, without prior written approval of the CITY.

ARTICLE 39 – DISCLOSURE ORDINANCES

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 *et seq.*, of the Los Angeles Administrative Code, as may be amended from time to time. The 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 CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. Exhibit 4 is attached hereto and incorporated herein by this reference.

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' The City may terminate this CONTRACT at any time if the City determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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 fourteen (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 service contracts.

ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE

The 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 11, 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 42 – FIRST SOURCE HIRING ORDINANCE

The CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

**ARTICLE 43 – COMPLIANCE WITH LOS ANGELES CITY CHARTER
SECTION
470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/
FUNDRAISING**

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and the CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for performance under this CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any SUBCONTRACTOR expected to receive at least \$100,000 for performance under this CONTRACT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY Contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

**ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT
OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the CITY for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit." (Exhibit 14)

ARTICLE 45 – INTEGRATED CONTRACT

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 12 hereof.

ARTICLE 46 – DATA PROTECTION

A. The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of the CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY'S satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY'S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents, and law enforcement.

B. If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

ARTICLE 47 – LOCAL BUSINESS PREFERENCE ORDINANCE

The CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by

the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 48 – CITY CONTRACTOR’S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

The CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 49 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

The CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to customers. The CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program, or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 50 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been

adopted or that may be adopted by the CITY. The CONTRACTOR is required to have all employees, volunteers, and SUBCONTRACTORS (including all employees and volunteers of any SUBCONTRACTOR) of the CONTRACTOR working on the premises to pass a fingerprint and background check through the California Department of Justice at the CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 51 – POSSESSORY INTERESTS TAX

Rights granted to the CONTRACTOR by the CITY may create a possessory interest. The CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONTRACTOR shall pay the property tax. The CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 52 – CONFIDENTIALITY

All documents, information, and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 53 – COUNTERPARTS

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

ARTICLE 55 – CONTRACTOR DATA REPORTING

If CONTRACTOR is a for-profit, privately owned business, CONTRACTOR shall, within 30 days of the effective date of the CONTRACT and on an annual basis thereafter (i.e., within

30 days of the annual anniversary of the effective date of the CONTRACT), report the following information to CITY via RAMP or via another method specified by CITY: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). CONTRACTOR shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

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

CITY OF LOS ANGELES

McCROMETER INC.

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

By: _____

By: _____
[Name]

Title: Commissioner, Board of Public Works
Title: _____

Date: _____
Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Virginia Choi

Title: Deputy City Attorney

Date: _____

ATTEST:

PETTY F SANTOS, Interim City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

CLEAN WATER CONVEYANCE SYSTEM FLOW GAUGING DATA - FINAL FOR SIGNATURE_

Final Audit Report

2025-06-16

Created:	2025-06-16
By:	Richard Delgadillo (richard.delgadillo@mccrometer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcCceOdrMLLqvdd3XkgvZW4Ghajy5rqU

"CLEAN WATER CONVEYANCE SYSTEM FLOW GAUGING DATA - FINAL FOR SIGNATURE_" History






-  Document created by Richard Delgadillo (richard.delgadillo@mccrometer.com)
2025-06-16 - 6:08:24 PM GMT
-  Document emailed to Wayne Carlson (wayne.carlson@mccrometer.com) for signature
2025-06-16 - 6:08:30 PM GMT
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2025-06-16 - 6:08:37 PM GMT
-  Document e-signed by Wayne Carlson (wayne.carlson@mccrometer.com)
Signature Date: 2025-06-16 - 6:11:43 PM GMT - Time Source: server
-  Agreement completed.
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EXHIBIT 16

FEE SERVICES TABLE

EXHIBIT 15

DATA DELIVERY SERVICES

TASK	DESCRIPTION	UNIT / DURATION	UNIT COST YEARS 1-5	UNIT COST YEARS 6-10
1	Flow Meters - Includes Topside investigation & Confined Space Entry Installation. Cost for new installation or relocations.	Per Installation	\$1,500	\$1,575
2	Standard Flow Gauges - Data Delivery Services. (DDS includes FlowWorks access, Monthly Data Analysis & Reports & annual calibration)	Per Month of Service	\$640	\$672
3	FMD Flow Gauges - Data Delivery Services. (DDS includes FlowWorks access, Monthly Data Analysis & Reports, redundant sensor, & annual calibration)	Per Month of Service	\$740	\$777

ADDITIONAL SERVICES

4	Flow meter site calibration	As directed by City	\$1,500	\$1,575
5	Rain Dependent Inflow / Infiltration Report - RDI/I Report	As directed by City	\$340,000	\$357,000
6	Odor Monitoring- Includes deployment of ACRLD1000-4GXT wireless Hydrogen Sulfide gas detector. Data available on FlowWorks.	Per Month of Service	\$1,500	\$1,575
7	Option to purchase gauging monitors at the end of the contract term.	Per Gauge	\$2,000	\$2,100

A LA CARTE OPTIONS

8	Additional One-time FlowWorks setup fee per Temporary site	Temporary Gauge Site	\$250	\$263
9	Emergency Maintenance Call Out - 2-hour response	Min. 4 Hours on Site Service	\$2,765	\$2,903