REQUEST FOR PROPOSALS

Cover Sheet

General Information	
Project Name	Adelanto and Intermountain Converter Station Commissioning Support Services
Project Description	IPA is soliciting proposals for a consultant to provide commissioning oversight support and execution of physical commissioning activities during construction of two new state of the art 500kV HVDC Converter Station projects located in Delta, Utah and Adelanto, California.
Contract(s) Type	Professional Services Agreement
IPA Project Manager	Luis Jansen
Procurement Process Information	
RFP No.	R26-017
Contract Administrator	Luis Jansen
Selection Method	This is a best value procurement. Award of contract will be to the selected Bidder, based on the Proposal that provides the best value to IPA. The determination of what constitutes best value will be made by IPA, in its sole and absolute discretion, from responsive Proposals, considering price together with qualitative and quantitative factors deemed relevant by IPA.

RFP Timeline	
IPA Issues Request for Proposals	8/7/2026
Deadline to submit Notice of Intent to Submit a Proposal	NA
Deadline to submit Questions and Requests for Changes	NA
Last Day for IPA to issue addenda and clarifications	NA
Deadline to submit Proposals	**8/21/2026**
Expected Contract Award Date	Estimated 9/10/2026
Project Timeline	
Commencement of Services	Estimated two-year agreement
Included as Part of this RFP	
REQUEST FOR PROPOSALS	

Part A – Project Information & IPA Background	
Part B – Procurement Process & Proposal Contents	
Part C – Standard Terms of Solicitation	
Part D – Form of Professional Services Agreement	
Proposal Contents	
Proposal Page Limit The cover letter, price form, resumes, and other required forms do not count toward the page limit.	10 pages

IPP Renewed

REQUEST FOR PROPOSALS

Part A – Project Information & IPA Background

1. INTERMOUNTAIN POWER AGENCY ORGANIZATION

Intermountain Power Agency ("IPA") is an interlocal entity organized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq*. The membership of IPA consists of 23 Utah municipalities.

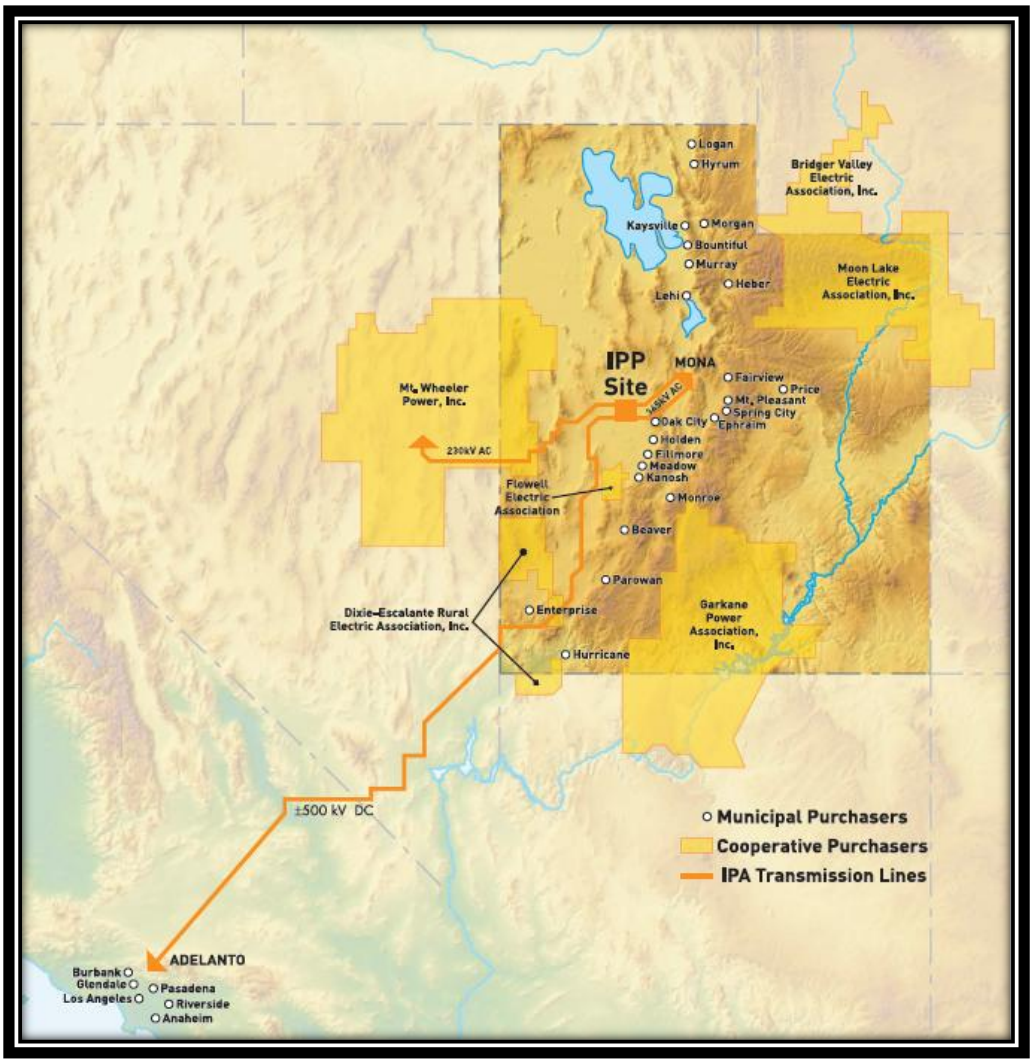
IPA owns and operates the Intermountain Power Project ("IPP"). IPA has entered into power sales contracts (the "Power Sales Contracts") with the 23 Utah member municipalities; 6 electric cooperatives that service parts of Utah, Wyoming, Colorado, Arizona, and Nevada; and 6 municipalities in California (collectively, "Purchasers"). The Los Angeles Department of Water and Power ("LADWP") is the single largest Purchaser of power from the IPP. IPA has appointed LADWP as Project Manager and Operating Agent to construct, operate, and maintain the IPP (the "Project Manager").

2. INTERMOUNTAIN POWER PROJECT OVERVIEW

The IPP currently includes two coal-fired electric generation units (the "Coal Generation Units"), together with a 345 kV AC switchyard (the "Switchyard") and an AC/DC converter station (the "ICS" and, together with the Coal Generation Units and the Switchyard, the "Facility"), located at an elevation of 4,670 feet above sea level. In addition, the Facility connects to: (a) the Southern Transmission System ("STS"), consisting of a 488-mile, 500 kV DC bi-polar transmission line that originates in the ICS adjacent to the Switchyard, transverses parts of Utah, Nevada, and California and terminates at the AC/DC Adelanto converter station located near Adelanto, California ("ACS"); and (b) the Northern Transmission System ("NTS"), consisting of two 50-mile, 345 kV AC transmission lines from the Switchyard to PacifiCorp's Mona switchyard located near Mona, Utah, and a 144-mile, 230 kV AC transmission line from the Switchyard to the Gonder switchyard located near Ely, Nevada. Collectively, the Facility, the ACS, the NTS, and the STS comprise the IPP.

The IPP is depicted in Figure 1, below:

Figure 1: IPP Location Map



3. IPP RENEWED PROJECT DESCRIPTION

As the Project Manager, LADWP is leading the effort in converting the IPP from its current coal fired electric generation using the Coal Generation Units to the generation of electricity using natural gas, including the capacity to generate electricity using a blend of natural gas and hydrogen (the "IPP Renewed"). IPP Renewed includes the replacement of the current Coal Generation Units with two (2) 420 MW Mitsubishi Power M501JAC advanced class combined cycle combustion steam turbine generators fired by natural gas (with the capability of using a natural gas and hydrogen fuel blend), together with additional equipment and facilities.

The two new generation units, capable of electric generation from natural gas or a blend of natural gas and hydrogen ("Units 3 & 4"), will replace the Coal Generation Units. Units 3 & 4

will be designed for unlimited operation on natural gas, with up to 30 percent hydrogen by volume, and permitted for operation on natural gas, hydrogen, or a combination of both fuels.

Power obtained by the dual fuel power plants located in Utah will be converted to High Voltage Direct Current (HVDC) and transmitted to Adelanto, California, where it is converted to AC.

4. ADELANTO AND INTERMOUNTAIN CONVERTER STATION COMMISSIONING SUPPORT SERVICES – OBJECTIVES AND SCOPE OF WORK

Objectives:

- Provide specialized testing and commissioning support services for the Adelanto Converter Station, focusing on equipment and apparatus testing as well as protection and control expertise.
- Ensure that the project is performed safely and within the specified instructions.

Scope of Work:

- Field Engineering Responsibilities: The contractor shall provide sufficient personnel, specializing in equipment and apparatus testing and protection & control, to perform the following duties:
    a. Review the Contractor Testing & Commissioning plan and ensure alignment with provided guidelines.
    b. Conduct daily safety tailgate and Job Hazard Analysis (JHA) in adherence to project requirements.
    c. Provide onsite oversight and witness testing of contractors performing Testing & Commissioning.
    d. Perform daily/routine inspections of all Testing & Commissioning activities.
    e. Identify and report any areas of concern promptly to the relevant parties.
    f. Participate in project meetings as directed by LADWP teams.
    g. Submit daily reports with accompanying pictures of work activities and any areas of concern.
    h. Review all test reports and submittals to ensure accurate and acceptable data for equipment or systems testing.
    i. Offer Testing & Commissioning support to resident engineer from LADWP Test and Technical Services group during equipment interface as needed.
    j. Deliver Testing & Commissioning training and best practices to LADWP engineers on site as required.
    k. Review relay protection settings as needed.
- Reporting: The contractor shall submit daily reports and relevant documentation to the LADWP Project Manager and LADWP Test and Technical Services group. The reports shall include details of work activities, identified areas of concern, and visual documentation as necessary.

- Duration: This contract shall remain in effect for the duration of the project, commencing on August 17th, 2026 and concluding upon successful completion of the Testing & Commissioning phase.
- Deliverables: The contractor shall deliver the following key items as part of this contract:
    a. Daily reports with accompanying pictures and concerns.
    b. A summary outlining anticipated activities, manpower, and key objectives for the next workday.
    c. Job Hazard Analysis (JHA) documentation.
    d. Review and provide comments on HPC provided plans, test results and other commissioning documentation.
    e. Protection System Commissioning guide.
- Compliance and Collaboration: The contractor shall ensure compliance with all project requirements, regulations, and safety protocols. They shall collaborate closely with the LADWP team to achieve project goals effectively and efficiently.
- Develop Commissioning Plans and Perform Physical Commissioning: The contractor shall develop detailed commissioning and energization plans and shall perform physical commissioning activities as required, to verify the proper operation of protection, control, communication, monitoring, and switchgear systems prior to energization. Physical commissioning activities shall include, but are not limited to, pre-commissioning inspections, point-to-point wiring verification, device settings validation, relay and control functional testing, switchgear operational checks, communication and SCADA verification, calibration of devices and instrumentation, primary and secondary injection testing, integrated system testing and energization support. The contractor shall verify that protection, control, and switching schemes operate as designed; confirm wiring accuracy and device settings; validate protection coordination and selectivity; and demonstrate that primary and secondary systems safely and selectively isolate faults in accordance with approve design documents, applicable standards, and LADWP requirements.
- The Contractor shall provide commissioning oversight and/or perform physical commissioning activities for the following systems and equipment:
    a. Converter Transformers – Commissioning Oversight
    b. DC Relay House Building Controls – Commissioning Oversight
    c. DC Yard – Commissioning Oversight
    d. Filter Banks – Commissioning Oversight
    e. MVS Buildings – Commissioning Oversight
    f. STATCOM - Commissioning Oversight
    g. STATCOM Protection Upgrades – Perform Physical Commissioning
    h. Station Service Transformers – Perform Physical Commissioning
- Perform all other job-related duties as requested by supervision.

Qualifications:

- The Proposer shall demonstrate prior successful experience performing commissioning support services for HVDC Converter Stations of comparable complexity and scope. At a minimum, the Proposer shall provide verifiable evidence of:
    a. At least two (2) completed HVDC converter station projects within the past ten (10) years in which the Proposer served in a commissioning support, commissioning oversight, or commissioning management role.
    b. Experience covering major HVDC subsystems, including but not limited to:
        i. Converter transformers, thyristor/valve halls, cooling systems, AC and DC switchyards, DC filters, AC filters, auxiliary systems, and associated protection and control systems.
        ii. Testing and witnessing activities consistent with industry and Owner requirements for protection systems, SCADA/EMS integration, functional testing, inter-panel wiring checks, digital fault recording, relay testing, and energization support.
    c. Demonstrated familiarity with commissioning responsibilities aligned with Owner/EPC demarcation practices for HVDC converter stations, including activities such as witnessing transformer and breaker testing, relay functional testing, SCADA checkout, end-to-end testing, and energization procedures.
    d. Identification of key personnel who directly participated in the referenced HVDC commissioning work, including their roles, specific responsibilities, and years of experience.
- Failure to provide adequate documentation of HVDC commissioning experience shall render the proposal non-responsive. The Owner reserves the right to contact listed project references to confirm the accuracy of the Proposer's submittal.

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Part B – Procurement Process & Proposal Contents

This procurement process will be pursuant to a Request for Proposals ("RFP") for the Services. Each person or entity (a "Bidder") that provides a written proposal in response to this RFP (a "Proposal") must include in the Proposal all required information related to the Services requested in this RFP. Award of the contract will be made based on a Proposal for the Services that is responsive to this RFP and that provides the best value to IPA, considering price, schedule, quantitative and qualitative factors, and other factors deemed relevant by IPA, in its sole and absolute discretion. IPA, in its sole and absolute discretion, may create a short list of Bidders from among all Bidders that submit Proposals. In addition, IPA is not required to inform any Bidder of deficiencies in a Proposal that, in the sole and absolute discretion of IPA, renders the Proposal non-responsive.

1. **PROPOSAL CONTENT**

   a. **Cover Letter and Executive Summary**

      Each Bidder shall provide a cover letter briefly describing its organization and its interest in providing the Services. The cover letter shall include a brief executive summary of the entire Proposal. The cover letter shall state whether the Proposal includes any trade secret information.

   b. **Bidder Ability & Experience**

      Bidder shall provide a description of its relevant experience. The description shall include, at a minimum, the type and location of the project, the dates of the project, and the services provided by Bidder on the project.

   c. **Approach to the Work**

      Bidder shall provide an overview of its approach to the Services, including a description of how the Services will be provided within the framework of Bidder's organization, including the names and work experience of the key personnel responsible for the services.

   d. **Exceptions**

      The Agreement, included in Part D of this RFP, defines the terms and conditions upon which IPA expects to purchase the Services. Bidder should keep any

exceptions to the Agreement to a minimum. The Proposal must include a section for exceptions to the Agreement, or a redlined version of the Agreement. Any exceptions to the Agreement, whether included in the Proposal or marked against the Agreement, must be clearly identified, with explanatory comments. IPA will consider any exceptions to the Agreement in its evaluation of the Proposal.

The Proposal shall include all information related to the Services. If Bidder intends not to perform all the Services described in this RFP, then Bidder shall clearly and accurately state what portion of the Services it does not intend to perform. Bidder understands that a decision to not perform all the Services may make its Proposal non-competitive, and IPA, in its sole and absolute discretion, may reject any Proposal that does not include performance of all of the Services.

e. **Price**

Proposers must submit a separate Price Proposal that details the price to be charged for the services to be performed. Prices may be based on set fees for specific types of work. The Price Proposal does not need to be in any specific format, but should include enough information for IPA to understand the basis for the Proposer's bid.

The Price Proposal must be submitted separately (see below).

2. **PROPOSAL DELIVERY**

a. **Delivery**

All Proposals must be emailed to the following:
Luis Jansen – Contract Administrator (Luis.Jansen@LADWP.com)
Copied to – Vahagn Mandany – Procurement (Vahagn.Mandany@LADWP.com)

Proposals must be submitted in two separate .pdf files. One file should include the quality proposal, and the other file should include the price proposal.

The Quality Proposal should not exceed the Page Limit shown on the RFP Cover Sheet.

Failure to follow the format described above may result in the Proposal being deemed non-responsive.

IPP Renewed

REQUEST FOR PROPOSALS

Part C – Standard Terms of Solicitation

1. **INSTRUCTIONS TO BIDDERS**

   a. **Minimum Standards**

   This RFP sets forth the minimum requirements that each Proposal must meet. Failure to submit a Proposal in accordance with this RFP may render the Proposal unacceptable or non-responsive. IPA may, in its sole and absolute discretion, waive minor irregularities in a Proposal that do not alter the quality or quantity of the information provided.

   b. **Confidential, Protected, and Public Information**

   In accordance with GRAMA or other applicable public records laws, information related to this procurement shall not be made public until after execution of the contract with the successful Bidder. Procurement information includes the Proposals submitted by Bidders in response to this RFP and any accompanying documentation, as well as records maintained by IPA during the procurement process.

   IPA will maintain a process to protect the confidentiality of trade secret information for the duration of this procurement, subject to the provisions of GRAMA or other applicable public records laws. If Bidder submits information in its Proposal that it believes is "trade secret," then Bidder must follow the procedure set forth in Section 63G-2-309 of GRAMA.

   Additionally, for ease of Proposal evaluation, IPA requests that each Bidder also follow the steps identified below:

   (1) Clearly mark all trade secret information as such in its Proposal at the time the Proposal is submitted, and state in a cover letter that the "DOCUMENT CONTAINS TRADE SECRET INFORMATION," and identify each section and page which has been so marked;

   (2) Include a statement with its Proposal justifying Bidder's determination that certain records are trade secret information for each record so defined;

(3) Submit, in addition to the Proposal copies submitted in accordance with the Submittal Instructions, one electronic copy of the Proposal that has all the trade secret information deleted from the Proposal and label such copy of the Proposal "Public Copy." If a Bidder submits a Proposal containing no trade secret information, no "Public Copy" need be submitted.

(4) Defend any action seeking release of the records it believes to be trade secret information and indemnify, defend, and hold harmless IPA and its agents and employees from any judgments awarded against IPA or its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives IPA's cancellation or termination of this procurement or award and subsequent execution of the contract. In submitting a Proposal, Bidder agrees that this indemnification survives as long as the trade secret information is in possession of IPA.

All records pertaining to this procurement will become public information after execution of the Agreement, unless such records are identified as trade secret information as specified above. No liability will attach to IPA, its agents, or its or their respective directors, officers, employees or representatives, for the errant release of trade secret information by IPA or its agents, or its or their respective directors, officers, employees or representatives, under any circumstances.

c. **Submitting Questions to IPA**

Questions related to the RFP must be submitted to the Contract Administrator.

IPA and/or Contract Administrator will provide answers to questions submitted Answers to questions, without attribution, will be made available to all Bidders that indicated their intent to bid. (**Note** that questions and answers will be considered public records following execution of the Agreement with the successful Bidder.)

d. **Multiple or Alternate Proposals**

Except as specifically provided in this RFP, submission of multiple or alternate proposals with the principal conforming Proposal may render such Proposal non-responsive and may cause the rejection of some or all of such Proposals. Bidder must notify IPA in writing prior to the Proposal Deadline, in the event that Bidder intends to submit multiple or alternate proposals for all or any portion of the Services. Any such multiple or alternate proposals must meet the requirements for this RFP. Any notice for multiple or alternate proposals provided to IPA must provide conceptual information to IPA regarding the alternate proposal, so that IPA can determine if such alternate proposal should be considered. All alternate

proposals must clearly describe all variances with the requirements specified in this RFP, including the benefits to the Services.

e. **Withdrawal of Proposals**

A Bidder may withdraw its Proposal before the Proposal Deadline without prejudice to itself by submitting a written request for its withdrawal to the Contract Administrator. A Bidder must notify the Contract Administrator via email of its decision to withdraw its Proposal.

f. **Cost of Proposals**

IPA is not liable for any costs incurred by any Bidder in the preparation and submittal of its Proposal in response to this RFP.

g. **Examination of Request for Proposals**

The submission of a Proposal constitutes an acknowledgment upon which IPA may rely that Bidder: (1) has thoroughly examined and is familiar with the RFP, including any contractual terms included in the RFP, (2) is familiar with the nature and location of the assets identified in the RFP, and (3) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, assets, statutes, regulations, ordinances, or resolutions will in no way relieve Bidder from any obligations with respect to Bidder's Proposal or to any contract awarded pursuant to this RFP. No reduction or modification in Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this RFP, assets, statutes, regulations, ordinances, or resolutions.

h. **Authority to Submit Proposals**

The submission of a Proposal constitutes a representation upon which IPA may rely that Bidder: (1) has the power and authority to submit the Proposal and perform all obligations under the RFP, including in respect of documents attached to the RFP, (2) the Proposal has been submitted by a duly authorized officer or representative of Bidder with authority to bind Bidder, (3) has read and understands the obligations under the RFP and the documents attached to the RFP, (4) has the expertise and financial capacity to perform all obligations under the RFP, including in respect of documents attached to the RFP, and (5) has submitted the Proposal in accordance with the provisions of the RFP and applicable law.

i. **Firm Commitment**

Unless otherwise stated in this RFP, submission of a Proposal constitutes a firm commitment by Bidder to provide the Services for the price specified by Bidder. All amounts shall be priced in US dollars without any reference to currency conversions or price escalations. Such offer must be good and firm through the Expected Contract Award Date.

j. **Code of Conduct**

The offering or receiving of gifts, entertainment, payments, loans, or other favors for the purpose of being placed on a Bidder's list, obtaining favorable treatment in the evaluation process, obtaining an agreement, or favorable treatment under an agreement is prohibited. In the event IPA determines, in its sole and absolute discretion, that Bidder or any of its suppliers or contractors at any tier, has offered or given a gift or gratuity to obtain an agreement or favorable treatment, Bidder will be refused further considerations under this RFP, including rejection of any Proposal previously provided, and IPA may immediately terminate any resulting contract, including the Agreement, and seek any remedies available in equity or at law. Bidders must notify IPA immediately of any solicitation or approach offering to improperly influence or affect the award of any agreement within the scope of this RFP.

k. **Acquisition of Confidential Information**

IPA considers completely unacceptable the acquisition or use of sensitive or confidential information to which Bidder or its employees, agents or representatives are not entitled, such as information and data in Proposals of competing Bidders, evaluation criteria, etc. Bidders must notify IPA immediately of any solicitation or approach offering to improperly disclose confidential bid information within the scope of this RFP. Bidder must notify IPA immediately if it comes into possession of confidential information from a third party. Failure by Bidder to comply with the foregoing may result in rejection of Bidder's Proposal, in the sole and absolute discretion of IPA.

l. **No Collusion**

By submitting a Proposal, Bidder represents and warrants that its Proposal is genuine and not a sham, and that Bidder has not colluded with any other parties regarding this procurement process. If IPA learns that the Proposal is not genuine, or that Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, IPA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

2. SELECTION PROCESS

a. **Changes to RFP Timeline**

IPA may make changes to the RFP Timeline in its sole and absolute discretion. Deadlines shown in the RFP Timeline that apply to IPA are estimates only and may be adjusted by IPA in its sole and absolute discretion.

b. **Addenda and Clarifications to RFP**

IPA may make changes to the RFP by issuing a written addendum to the RFP, which will be issued to all firms or individuals that indicated their intent to bid through Procore. If such addenda or clarifications are sufficiently material to warrant a change in any dates included in the RFP Timeline, then IPA, in its sole and absolute discretion, will provide written notification of such changes to Bidders that indicated their intent to bid through Procore.

c. **IPA's Procurement Options**

Based on submitted information, IPA may do or take any of the following actions, without limitation:

(1) select a Bidder based solely on the written Proposals, with or without subsequent negotiations;

(2) ask for more information or clarifications before making a selection;

(3) create a short list of Bidders based on written Proposals received by IPA pursuant to this RFP;

(4) conduct discussions, and/or request Best and Final Offers ("BAFOs") from Bidders, including only in respect of Bidders included on any short list, before making a selection;

(5) issue an addendum to each Bidder that has submitted a Proposal, if a material error in the RFP is discovered during the evaluation process, requesting revised Proposals based upon the corrected RFP;

(6) decline to accept any Proposal;

(7) re-advertise;

(8) cancel the RFP without awarding a contract;

(9) cancel the RFP and award the contract on a sole source basis; or

(10) elect to otherwise procure the needed services in accordance with IPA policy and procedures.

IPA reserves the right to negotiate price, scope, schedule, and other contract terms with the preferred Bidder after a selection is made.

d. **Responsiveness**

Proposals that are conditional, that attempt to modify the RFP requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the RFP may be considered non-responsive.

e. **Responsibility**

IPA will not select a Bidder that is deemed by IPA, in its sole and absolute discretion, to lack the ability or responsibility to perform the Work. Such determination of responsibility may encompass management, technical, legal, operational, and financial matters.

f. **Checking References**

IPA reserves the right to contact any reference specifically named by Bidder in its Proposal or any other additional references as deemed appropriate by IPA, including references suggested by Bidder's named references or references known to IPA through its own knowledge of the energy industry.

g. **Requests for Clarification**

Bidder shall provide accurate and complete information to IPA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, then IPA may either (1) declare the Proposal non-responsive, (2) evaluate the Proposal as submitted, or (3) issue a Request for Clarifications (a "Request for Clarifications") to Bidder stating the information needed and a date and time by which the information must be provided. If Bidder does not respond to the Request for Clarifications in a timely manner, or if Bidder's response is deemed to be insufficient, then IPA, in its sole and absolute discretion, may declare the Proposal non-responsive. IPA will not be liable or responsible for any errors or omissions by the Bidder in the Proposal.

h. **Short Listing**

IPA, in its sole and absolute discretion, may create a short list of Bidders following review of Proposals received by the Proposal Deadline. IPA, in its sole and absolute discretion, may determine the number of Bidders included on any short list. IPA will notify those Bidders that are on the short list. IPA will not be required to announce which Bidders, or how many Bidders, are on the short list.

i. **Discussions**

IPA, in its sole and absolute discretion, may conduct written and/or verbal discussions with any one or more of the Bidders including only Bidders on the short list, regarding the content of their Proposal. If IPA creates a short list, then IPA will hold discussions with each Bidder included on the short list.

j. **Best and Final Offers**

Although IPA reserves the right to issue a request for Proposal revisions (including BAFOs), IPA is under no obligation to do so. IPA may make its selection and award based on the initial Proposals submitted.

If IPA requests Proposal revisions and/or BAFOs, Bidders may be informed of and requested and/or allowed to revise their Proposals, including correction of any weaknesses, minor irregularities, errors, and/or deficiencies identified to Bidders by IPA following initial evaluation of the Proposals. If IPA creates a short list of Bidders, then IPA will request any such Proposal revisions and/or BAFOs only from Bidders on the short list. The request for Proposal revisions and/or BAFOs will allow adequate time for Bidders to revise their Proposals. Upon receipt of the Proposal revisions and/or BAFOs, the process of evaluation will be repeated. The process will consider the revised information and re-evaluate and modify ratings as appropriate. Although this RFP allows for Proposal revisions and/or BAFOs, all efforts will be made to make a selection based on initial Proposals. If discussions are held, IPA will attempt to limit the selection process to a single BAFO following discussions. If a Proposal revision and/or BAFO is requested of a Bidder, and that Bidder opts to not submit a Proposal revision and/or BAFO, that Bidder's original Proposal or most recent Proposal revision, as appropriate, will be treated as its BAFO.

k. **Best Value Determination**

This is a best value procurement, in which selection of a Bidder is based on a combination of commercial and qualitative/technical components. Accordingly, IPA is not required to, and might not, select the Proposal with the lowest price, or the Proposal with the highest qualitative/technical rating. IPA will select the responsible Bidder whose Proposal is deemed to be the most advantageous to IPA.

l. **Negotiations**

After selection but prior to award of the contract, IPA may, at its sole and absolute discretion, either conduct negotiations with the successful Bidder or IPA may choose to not conduct negotiations with the successful Bidder and award the contract to the successful Bidder based on its written Proposal and any additional

information received during discussions and Proposal revisions and/or BAFOs, if conducted.

If IPA and the selected Bidder are unable to reach agreement on final terms and conditions and execute final agreements on the scope and/or contractual terms (including the contract price), then IPA may, in its sole and absolute discretion, negotiate with the next most advantageous Bidder or choose to terminate the procurement in its entirety. IPA, in its sole and absolute discretion, may limit negotiations only with Bidders included on any short list.

If IPA receives only one responsive Proposal, IPA reserves the right to negotiate all elements of the Proposal with the sole and absolute responsive Bidder.

The Project Manager is responsible to negotiate the Agreement. Nevertheless, IPA reserves the right to review and comment on the Agreement negotiated with Bidder. Bidder understands that the Agreement as negotiated may not be final and may be modified by IPA in its sole and absolute discretion.

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Part D – Form of Professional Services Agreement

IPA will execute a Professional Services Agreement with the successful Bidder(s) that is substantially similar to the Form of Professional Services Agreement included below.

Bidders should carefully examine the Form of Professional Services Agreement and should include any exceptions to the Form of Professional Services Agreement in the Proposal.

PROFESSIONAL SERVICES AGREEMENT NO. XXX

This Professional Services Agreement No. XXX ("**Agreement**") is between Intermountain Power Agency, an interlocal entity organized pursuant to Utah Code Ann. §§ 11-13-101 *et seq*. ("**IPA**") and _____, a [*state*] [*entity type*] (the "**Consultant**").

RECITALS

A. IPA desires to engage a consultant to provide professional services pertaining to commissioning support and oversight services (the "**Services**").

B. The Consultant is qualified and willing to perform the Services.

C. IPA and the Consultant desire to enter into this Agreement to define their respective roles and responsibilities with respect to the Services.

AGREEMENT

Therefore, the parties agree as follows:

1. Scope of Services. IPA hereby retains Consultant to perform the Services as set forth on the Scope of Work attached as Exhibit A. Consultant shall perform the Services on a full-time basis as directed by IPA's Contract Administrator or as reflected in written Task Orders, substantially in the form attached as Exhibit B. To be valid, Task Orders must be executed by Consultant and IPA. Services set forth by a written Task Order must specify the scope of Services to be performed by the Consultant, the schedule for completing the Services, and the basis for compensation. Any such Task Order will be subject to the terms of this Agreement, except to the extent that the Task Order contains additional or different terms, in which case those additional or different terms will govern.

2. Term. The initial term of this Agreement will be for __ year(s) from the date it is fully executed. Consultant shall not commence any Services until all insurance and other required documentation is submitted and deemed acceptable by IPA.

3. Compensation.

(a) IPA shall pay Consultant for Services properly performed and owed according to the terms and conditions of this Agreement at a rate of $____ per hour.

(b) Consultant will not be entitled to compensation for Services outside the scope of Services as directed in writing by IPA's Contract Administrator or defined in a properly executed Task Order. The compensation for Services performed by Consultant may be on a fixed price basis, a time and materials basis with a not to exceed amount, or on another basis agreed to by the Consultant and IPA.

(c) If a Task Order provides for reimbursement of direct expenses incurred by Consultant, no markup will be allowed on the reimbursable expenses. Travel expenses are subject to the Scope of Services attached as Exhibit A.

(d) The total amount paid to Consultant under this Agreement, including for reimbursement of expenses, must not exceed $_____ (the "Not to Exceed Amount"). Consultant shall not undertake any activity or incur any costs that would result in compensation to Consultant in excess of the compensation for Services without prior written authorization from IPA.

4. Change Orders.

(a) Consultant shall not undertake any activity outside the scope of the Services as directed in writing by IPA's Contract Administrator or defined in a Task Order without prior written authorization from IPA. Any work performed or costs incurred by Consultant without such authorization will be considered non-reimbursable.

(b) If IPA desires that Consultant perform work outside the scope of the Services, Consultant shall prepare an estimate of the time and expenses involved for completion of the additional Services. If, after receiving Consultant's estimate, IPA elects to proceed with the additional work, the Parties shall negotiate and execute a written Change Order.

5. Invoicing and Payment.

(a) To receive payment, Consultant shall submit to IPA an itemized invoice requesting payment for Services performed at the direction of IPA during the preceding month. Invoices must be sent via email to IPP_Renewal_Project@ladwp.com. Consultant shall not submit invoices more often than once per month. IPA shall pay Consultant all amounts properly requested and documented within 45 days of receipt of an invoice.

(b) Notwithstanding paragraph 5(a), IPA may withhold payment on all or part of an invoice, if IPA provides to Consultant, in writing, the reason for withholding the payment at least five days prior to the date payment is due. The notice must indicate the specific amounts IPA intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Consultant must take to rectify IPA's concerns. IPA shall not unreasonably withhold payment under this paragraph.

(c) Consultant may charge a late fee of one percent per month on invoiced amounts not paid within 45 days of receipt by IPA. Consultant shall not apply the one percent late fee to payments withheld by IPA pursuant to paragraph 5(b), even if IPA later pays the withheld amount. Consultant may suspend its services under this Agreement if there is an unpaid balance on an invoice for more than 60 days.

(d) Consultant shall maintain documentation of all amounts invoiced to IPA under this Agreement, evidence of direct expenses invoiced to IPA, and, for Services that are performed on a time and materials basis, a time sheet showing hours worked. Upon the request of IPA, Consultant shall make such documentation available for inspection. Consultant shall require (as a matter of written contract) that similar records be maintained by all subcontractors at any tier utilized in the performance of this Agreement.

6. Quality of Services; Corrections.

(a) Consultant shall perform the Services in a responsible, professional, and competent manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

(b) Consultant warrants that the services it provides under this Agreement will meet the requirements of this Agreement, specifically including the standard of care set forth in section 6(a), above. If, during the performance of the Services and up to one year following completion of all of the Services under this Agreement, including Services under a Change Order, IPA notifies Consultant in writing that Consultant has failed to meet any requirement of the Agreement, Consultant shall re-perform and correct, at the direction and convenience of IPA, all services and deliverables that fail to meet such requirements. Consultant will have no claim for additional compensation for the time spent re-performing and correcting such non-conforming services or deliverables. Approval by IPA of any services or deliverables, or any part thereof, will not relieve the Consultant of the responsibility to meet all of the requirements as set forth in this Agreement, and to re-perform and correct non-conforming services and deliverables. Nothing in this warranty will be construed to limit any rights or remedies IPA may otherwise have under this Agreement.

(c) Notwithstanding the foregoing, revising Consultant-prepared deliverables at the request of IPA to incorporate comments or recommendations is not considered to be a remedy of errors or omissions. Rather, such revisions will be considered an integral part of the professional services provided by Consultant under this Agreement, for which Consultant may be entitled to compensation pursuant to the terms of the applicable Task Order.

7. Independent Contractor. Consultant is an independent contractor, and as such has no authorization, express or implied, to bind IPA to any agreements, settlements, liability or understanding whatsoever, and shall not perform any acts as agent for the IPA, except as expressly authorized pursuant to this Agreement. The compensation stated in this Agreement is the total amount payable to Consultant by IPA. Consultant is responsible for the payment of its own income tax, social security tax, workers' compensation, employee benefits, and other overhead costs and expenses.

8. Work Product.

(a) All drawings, specifications, reports, calculations, and other documents created by Consultant pursuant to this Agreement (those documents, the "**Work Product**") are deemed to be instruments of service and Consultant will retain the ownership and intellectual property rights therein.

(b) Upon IPA's payment in full for the services required for Consultant to prepare any Work Product, Consultant will be deemed to have granted to IPA a non-exclusive, perpetual and royalty-free license to use that Work Product in connection with any IPA project or service. If IPA chooses to alter any of the Consultant's Work Product, or use it for any purpose other than that for which it was originally intended by Consultant, IPA will be deemed to have released the Consultant from any liability arising from such alteration or use.

9. Representatives. IPA designates [Luis Jansen] as its Project Manager, and [Lori Morrish] as its Senior Representative. The Contract Administrator for this Agreement is [Luis Jansen].

Questions or correspondence regarding the contractual aspects of this Agreement should be directed to the Contract Administrator, at the address set forth in section 15.

10. The Role of IPA, LADWP, and IPSC. IPA is the owner of the Intermountain Generating Station, the Southern Transmission System, the Adelanto Converter Station, and other IPA facilities, and is the contracting owner under this Agreement. The Los Angeles Department of Water and Power ("LADWP") has been appointed the operating agent for IPA. For convenience, the Agreement generally identifies "IPA" as the recipient of Consultant's obligations, and the decision-maker with respect to review and approval of services and deliverables, etc. In practice, the individuals who make those decisions may be LADWP personnel acting on behalf of IPA.

11. Indemnity and Insurance.

(a) Consultant shall defend and indemnify IPA, the Intermountain Power Service Corporation ("**IPSC**"), the City of Los Angeles, LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their respective officers, managers, directors, and employees (collectively, the "**Indemnitees**") from and against any and all claims, losses, damages, liabilities, demands, costs and expenses, including attorneys' fees and expenses, for death or bodily injury to any person, including Consultant's employees, or damage to or destruction of property, arising from the negligent acts, errors, omissions, or intentional misconduct of Consultant in the performance of Services performed by Consultant under this Agreement, except to the extent caused by the negligence or willful misconduct of IPA.

(b) Consultant shall defend and indemnify the Indemnitees from and against liens of subconsultants to the extent that Consultant has been paid for the subconsultants' services

(c) Consultant shall defend and indemnify the Indemnitees from and against any and all liability whatsoever, by reason of any alleged infringement of any intellectual property rights (including, but not limited to, patents, copyrights, trademarks, or trade secrets) on any article, process, method, or application used in any designs, plans, drawings, study reports, specifications, or deliverables provided under the Agreement, or by reason of Consultant's manner of performance under the Agreement, or by reason of use by IPA, IPSC, or LADWP of any article, process, or material specified by Consultant.

(d) Consultant shall obtain and maintain the insurance coverages set forth in **Exhibit C**, Insurance Matrix, and shall comply with the obligations set forth in **Exhibit D**, Insurance Requirements.

12. Limitation of Liability. Except for losses resulting directly or indirectly from Consultant's intentional misconduct (i) the total cumulative liability of the Consultant to IPA for claims covered by insurance shall not exceed the coverage limits required under this Agreement, and (ii) the total cumulative liability of Consultant to IPA for claims not covered by insurance shall not exceed the cumulative price paid by IPA for the Services. Neither Party shall be liable in contract, tort, or otherwise for consequential, indirect, or incidental damages of any nature whatsoever.

13. On-Site Work Requirements. For all Services to be performed on-site at an IPA or LADWP facility, Consultant shall comply with the On-Site Work Requirements attached as

Exhibit E. Before commencing any Services on-site, Consultant shall provide a background check certification substantially in the form attached as Exhibit F.

14. Termination and Suspension.

(a) Upon ten (10) days' written notice to Consultant, IPA may, for its convenience and without cause, elect to terminate this Agreement. If IPA terminates the Agreement for its convenience, Consultant will be entitled to payment from IPA for Services performed up to the date of the notice of termination, plus Consultant's reasonable costs to wind up the Services.

(b) If Consultant materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ten (10) days of written notice from IPA identifying the breach, then IPA may terminate the Agreement for default. If IPA terminates the Agreement for default, IPA shall pay Consultant for Services satisfactorily performed up to the date of the notice of termination, less costs and expenses incurred by IPA as a result of the default.

(c) IPA may orally direct the Consultant to suspend, and to subsequently resume performance of all or any of the Services. Such direction shall be confirmed in writing.

(d) Upon ten (10) days' written notice to IPA, Consultant may terminate this Agreement. If Consultant terminates the Agreement, IPA shall pay Consultant for Services performed up to the date of the notice of termination, plus Consultant's reasonable costs to wind up the Services at IPA's request. Any payments under this subsection will remain subject to the requirements of section 5, Invoicing and Payment.

15. Notices.

(a) To be deemed valid, any notice, request, claim, demand or other formal communication between the parties pertaining to any legal or contractual dispute ("**Legal Notices**") must be in writing and addressed as follows:

If to IPA:

Los Angeles Department of Water & Power
ATTN: Luis Jansen
111 North Hope Street, Rm 1263
Los Angeles, CA, 90012

With a required copy to:

Parsons Behle & Latimer
ATTN: Robert H. Hughes
201 South Main Street, Suite 1800
Salt Lake City, UT 84111.

If to the Consultant:

_____
_____
_____
_____

(b) To be deemed valid, Legal Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, with a required copy to IPP_Renewal_Project@ladwp.com.

(c) Either party may change the address at which that party desires to receive written notice by delivery of Legal Notice of such change to the party as set forth above. Legal Notices will be deemed effective on delivery to the notice address then applicable for the party to which the Legal Notice is directed, provided, however, that refusal to accept delivery of a Legal Notice or the inability to deliver a Legal Notice because of an address change that was not properly communicated shall not defeat or delay the effectiveness of a Legal Notice.

(d) Nothing in this section 15 is intended to limit or prohibit the parties from engaging in informal verbal or written communications using email or other means of communication.

16. Confidentiality. Any documents, reports, information, or other data and materials provided by IPA to Consultant, or prepared or assembled by Consultant or subcontractors under this Agreement are considered confidential, and shall not be made available to any person, organization, or entity by Consultant without consent in writing from IPA.

17. Assignment. Consultant acknowledges that the Services to be performed by Consultant is considered personal by IPA. Consultant shall not assign, delegate, subcontract, or transfer its interest in this Agreement without prior written approval by IPA.

18. Nonexclusivity. This Agreement is a nonexclusive contract. IPA reserves the right to obtain professional services, including professional services similar or related to the Services, from third parties.

19. Compliance with Law. Consultant shall perform the Services in accordance with all applicable law, including but not limited to laws prohibiting discrimination in employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical disability. All subcontracts awarded under or pursuant to the Agreement shall contain a like nondiscrimination provision.

20. Dispute Resolution.

(a) The Parties shall attempt in good faith to resolve promptly through negotiation any dispute arising out of or relating to this Agreement. If a dispute should arise, IPA's Project Manager and Consultant shall meet at least once to attempt to resolve the dispute. If IPA's Project Manager and Consultant are not able to resolve the dispute within fourteen (14) days after their first meeting (or such longer period of time as may be mutually agreed upon), IPA's Senior Representative and the Consultant shall meet at least once to attempt to resolve the dispute.

(b) If the dispute has not been resolved within thirty (30) days of the date of the meeting between IPA's Senior Representative and Consultant, either Party may commence litigation to resolve the dispute, in accordance with the Agreement.

21. Governing Law. The Agreement is governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah

22. Severability. The parties intend as follows:

(1) That if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;

(2) That if an unenforceable provision is modified or disregarded in accordance with this section 21, then the rest of the Agreement will remain in effect as written; and

(3) That any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

23. No Waiver. The failure of either party to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Agreement will not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

24. Headings. The headings used in this Agreement are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

25. Third Party Beneficiaries. IPSC, the City of Los Angeles, LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their respective officers, managers, directors, and employees while acting within the scope of their employment, are express third-party beneficiaries of this Agreement, and as such shall receive specifically those rights, obligations, warranties, claims, causes of action, or other interests, including any limitations thereon, that are contained in this Agreement. The parties do not intend that there are any other third party beneficiaries to this Agreement.

26. Sole Responsible Party. Consultant acknowledges that IPA is the sole party or person liable to Consultant for payments under or pursuant to the Agreement. Consultant shall not bring a suit to enforce the rights and remedies that Consultant might have under the Agreement against LADWP, IPSC, the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, or their respective officers, directors, agents, or employees, or any of the purchasers of power from IPA. All rights or remedies that Consultant has or that might arise under or in relation to the Agreement shall be asserted by Consultant solely against IPA.

27. Force Majeure. Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. IPA may terminate this Agreement after reasonably determining such delay or default will prevent successful performance of the Agreement.

28. Amendments. To be effective, an amendment to this Agreement must be in writing and signed by an Authorized Representative of each party.

29. Counterparts. The parties may execute this Agreement in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement supersede any additional or conflicting terms or provisions that may be set forth or printed on the Consultant's invoices or other standard forms or documents that may subsequently be used to implement, record, or bill for services under this Agreement. The terms of this Agreement prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents.

31. Effectiveness; Date. The Agreement will become effective when all parties have fully signed it. The date of this Agreement will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual's signature).

Each individual is signing this Agreement on the date stated opposite that individual's signature.

INTERMOUNTAIN POWER AGENCY By: _____ By: _____ Approved as to Form and Legality: By: _____ Parsons Behle & Latimer Counsel to Operating Agent	 Date: _____ Date: _____
[***CONSULTANT***] By: _____	 Date: _____

Exhibit A

SCOPE OF SERVICES

Scope of Services are outlined in Part A – Project Information & IPA Background, number 4, ADELANTO CONVERTER STATION COMMISSIONING SUPPORT SERVICES – – Objectives and Scope of Work, page 5 and 6.

Exhibit B

FORM OF TASK ORDER

This Task Order No. ___ ("Task Order") is between Intermountain Power Agency, an interlocal entity organized pursuant to Utah Code Ann. §§ 11-13-101 *et seq*. ("**IPA**") and _____, a [*state*] [*entity type*] (the "**Consultant**").
This Task Order is part of that certain Professional Services Agreement No. ____ between IPA and Consultant dated _____, 20__ (the "Agreement").

The purpose of this Task Order is to specifically define a specific scope of Services to be performed, a schedule for performance, and a basis for compensation under the Agreement.
IPA and Consultant hereby agree as follows:

1. Scope of Services. The Scope of Work for this Task Order is attached as Exhibit 1 hereto.

2. Schedule. [*The deadline for completion of the Services under this Task Order is* _____.] or [*The Services described in the Scope of Work will be completed by Contractor on an as-needed basis until the termination of the Agreement*.]

3. Compensation. [*The fixed price for the Services described in the Scope of Work is* $ _____] or [*IPA shall reimburse Consultant for time spent in the performance of the Services, at the rates shown on Exhibit 2, plus reimbursable direct expenses*.]

4. No Other Changes. The terms and conditions of the Agreement, other than those expressly amended in this Task Order, remain in full force and effect.

5. Counterparts. The parties may execute this Task Order in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

6. Effectiveness; Date. The Task Order will become effective when all parties have fully signed it. The date of this Task Order will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual's signature).

Each individual is signing this Task Order on the date stated opposite that individual's signature.

[*Insert signature blocks*]

Exhibit C

INSURANCE MATRIX

CONTRACT INSURANCE REQUIRMENTS -- INTERMOUNTAIN POWER PROJECT
For Contractors, Service Providers, Vendors, and Tenants

Agreement/Activity/Operation: IPA - Commissioning Oversight & Support at Adelanto Conv Station (ACS)
Reference/Agreement: R26-017 - CERTIFICATE ACCEPTABLE (w/required endorsements)
Term of Agreement:
Contract Administrator and Phone: Vahagn Mandany
Buyer and Phone Number: (213) 783- 5558

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

PER OCCURRENCE LIMITS

(✔) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: ($1,000,000.00)
- (✔) UT / CA / All States Endorsement
- ( ) Jones Act (Maritime Employment)
- (✔) Waiver of Subrogation
- ( ) Other:
- ( ) US L&H (Longshore and Harbor Workers)
- ( ) Outer Continental Shelf
- ( ) Black Lung (Coal Mine Health and Safety)
- ( ) Other:

( ) AUTOMOBILE LIABLITY: ($1,000,000.00)
- (✔) Owned Autos
- (✔) Hired Autos
- ( ) Contractual Liability
- ( ) MCS-90 (US DOT)
- ( ) Waiver of Subrogation
- ( ) Any Auto
- (✔) Non-Owned Auto
- (✔) Additional Insured
- ( ) Trucker's Form
- ( ) Other: Auto Statement form

(✔) GENERAL LIABILITY: ( ) Limit Specific to Project ( ) Per Project Aggregate ($2,000,000.00)
- (✔) Property Damage
- (✔) Premises and Operations
- ( ) Fire Legal Liability
- ( ) Corporal Punishment
- ( ) Watercraft Liability
- ( ) Waiver of Subrogation
- ( ) Marine Contractors Liability
- (✔) Contractual Liability
- (✔) Products/Completed Ops.
- ( ) Garagekeepers Legal Liab.
- ( ) Collapse/Underground
- ( ) Pollution
- ( ) Airport Premises
- ( ) Other:
- (✔) Personal Injury
- ( ) Independent Contractors
- ( ) Child Abuse/Molestation
- ( ) Explosion Hazard
- (✔) Addition Insured Status
- ( ) Hangarkeepers Legal Liab.
- ( ) Other:

(✔) PROFESSIONAL LIABILITY: ($1,000,000.00)
- ( ) Contractual Liability
- ( ) Additional Insured
- ( ) Waiver of Subrogation
- ( ) Vicarious Liability Endt.
- (✔) 3 Year Discovery Tail
- (✔) Other: Errors & Omissions

( ) AIRCRAFT LIABILITY:
- ( ) Passenger Per Seat Liability
- ( ) Pollution
- ( ) Contractual Liability
- ( ) Additional Insured
- ( ) Hull Waiver of Subrogation
- ( ) Other:

( ) PROPERTY DAMAGE: ( ) Loss Payable Status (AOIMA)
- ( ) Replacement Value
- ( ) All Risk Form
- ( ) Builder's Risk:$
- ( ) Transportation Floater:$
- ( ) Scheduled Locations/Propt.
- ( ) Actual Cash Value
- ( ) Named Perils Form
- ( ) Boiler and Machinery
- ( ) Contractors Equipment$
- ( ) Other:
- ( ) Agreed Amount
- ( ) Earthquake:
- ( ) Flood:
- ( ) Loss of Rental Income:
- ( ) Other:

( ) WATERCRAFT:
- ( ) Protection and Indemnity
- ( ) Waiver of Subrogation
- ( ) Pollution
- ( ) Other:
- ( ) Additional Insured
- ( ) Other:

( ) POLLUTION:
- ( ) Incipient/Long Term
- ( ) Waiver of Subrogation
- ( ) Sudden and Accidental
- ( ) Contractor's Pollution
- ( ) Additional Insured
- ( ) Other:

( ) CRIME: ( ) Joint Loss Payable Status ( ) Additional Insured
- ( ) Fidelity Bond
- ( ) Employee Dishonesty
- ( ) Computer Fraud
- ( ) Other:
- ( ) Financial Institution Bond
- ( ) In Transit Coverage
- ( ) Commercial Crime
- ( ) Other:
- ( ) Loss of Monies/Securities
- ( ) Wire Transfer Fraud
- ( ) Forgery/Alteration of Docs.

( ) ASBESTOS LIABLITY: ( ) Additional Insured

Insurance Req - 07/30/26-LC

Exhibit D

INSURANCE REQUIREMENTS

1. Additional Insured Status Required

Consultant shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the Contract Insurance Requirements page (Insurance Matrix), attached as an Exhibit to this Agreement. Except with respect to Worker's Compensation and Employer Liability insurance, the specified insurance shall also, either by provisions in the policies, by the City of Los Angeles' ("City") own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Water and Power (the "Department"), its Board of Commissioners, the Intermountain Power Agency, the Intermountain Power Service Corporation, and all of their respective officers, employees and agents, their successors and assigns, (collectively, the "Additional Insureds") as Additional Insureds against the area of risk described herein as respects Consultant's negligent acts, errors, or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Consultant. Such insurance shall not limit or qualify the liabilities and obligations of the Consultant assumed under the Agreement. No Additional Insured shall by reason of their inclusion under these policies incur liability to the insurance carrier or the Consultant for payment of premium for these policies.

2. Separation of Insureds and Cross Liability Required

Except with respect to Worker's Compensation and Employer Liability insurance, each specified insurance policy shall contain a Separation of Interest and Cross Liability clause and a Contractual Liability Endorsement which shall also apply to liability assumed by the insured under this Agreement.

3. Primary and Non-Contributory Insurance Required

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

4. Proof of Insurance for Renewal or Extension Required

Consultant shall provide evidence of the required insurance within ten (10) Days after the expiration date of any of the policies required on the attached Contract Insurance Requirements page showing that the insurance coverage has been renewed or extended and shall be filed with the Department.

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

Consultant shall provide proof to the Department's Risk Manager of all specified insurance and related requirements either by use of Department's own endorsement form(s) or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with the Department prior to Consultant beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Department of Water and Power, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by mail to the Risk Management Section of LADWP at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by pre-paid first class mail to: The Risk Management Section of Water and Power Division, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

6. Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Consultant shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with a retroactive effective date to the policy in place at the inception of the Contract with the same limits, terms and conditions of the expiring policy.

7. Failure to Maintain and Provide as Cause for Termination

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

8. Sub-Contractor Compliance

The Consultant shall be responsible for all Subcontractors' compliance with the insurance requirements with limits applicable to the scope of work being performed.

9. Specific Requirements

Consultant shall provide evidence of insurance as required in Division E3, Insurance Matrix.

10. Waiver of Subrogation

The Consultant shall require its insurance carriers furnishing insurance to waive all rights of subrogation against the Additional Insureds and against other contractors and Subcontractors

11. No Limitation

The foregoing requirements as to types, limits, and the IPA's approval of insurance coverage to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under the Contract.

Exhibit E

ON-SITE WORK REQUIREMENTS

The following requirements are applicable to any Work to be performed at the IPP Facilities:

1. Drug Policy.

IPP facilities are drug free and zero tolerance workplaces. Before any employee of Consultant or any employee of the Consultant's Subcontractors may perform any Services at any site owned by IPA, Consultant shall submit a current copy of their drug and alcohol policy for review. If the Consultant cannot provide an acceptable written drug and alcohol policy, Consultant must provide evidence of a negative drug screen for each of their employees and their Subcontractor employees who are to perform work at IPA facilities. This screen must be industry recognized and performed within 30 days of their employees' arrival. Drug testing for cause may also be required while at IPA facilities.

2. Security and Safety Compliance.

2.1 Consultant and its employees, agents, representatives, and/or Subcontractors, while performing Work on IPA premises, or who are otherwise on IPA premises, shall fully comply with all security, fire prevention, and safety rules and procedures in force at IPA. IPA has the right (but not duty) to make periodic and random inspections of the persons, and of their respective property, upon entering, at any time while on, and when departing any IPA facility. Such persons subject to inspection include Consultant, any Subcontractor, and their respective employees, agents, and representatives. Property subject to inspection includes, but is not limited to, vehicles, clothing, toolboxes, lunch boxes, any other carrying case, tools or equipment, and anything contained therein. If violations are noted, the violations will be reported to Consultant's on-site supervisor and the Contract Administrator for appropriate action.

2.2 All Consultant's employees will be given security identification badges by IPA and those badges shall be displayed each day to allow admittance on IPA premises. Consultant's employees who do not have security identification badges in their possession will not be allowed on site unless signed in by an IPA representative. All security identification badges shall be returned to the Security Consultant when the employee terminates their work at the Site. All Consultant's vehicles will also receive parking stickers from the Security Contractor allowing entrance on IPA premises. Temporary badges and parking stickers are available for intermittent Consultant employees and vehicles. Consultant shall have access on IPA premises between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday. Access may be allowed on weekends or at other times with the approval of the Contract Administrator.

2.3 Consultant will be directed to specified areas for parking vehicles and equipment by the Contract Administrator. Certain areas of IPA premises are restricted to IPA vehicles only. Exceptions to the parking restriction will be made on an as needed basis through Consultant's respective Contract Administrator. Consultant shall make its employees, agents, representatives, and/or Subcontractors aware of all areas that are subject to restricted parking.

2.4 Consultant agrees, warrants, and represents that: (i) it is familiar with the risks of injury associated with the Work and otherwise being on IPA premises; (ii) has reviewed the Work to be performed; (iii) has inspected the work Site with an IPA representative; and (iv) has determined that no unusual or peculiar risk of harm exists with regard to the Work. Consultant further agrees that it shall, at all times, provide on IPA premises, a competent supervisor(s) familiar with IPA's and the industry's safety standards to ensure compliance with all federal, state, and local regulations pertaining to safety (including, but not limited to, Federal and State OSHA, as said regulations relate to the Work to be performed under the Agreement). Although IPA, IPSC, and the LADWP assume no responsibility to oversee or supervise the performance of the Services, IPA, IPSC, and LADWP reserve the right to review safety programs and practices and to make recommendations to Consultant. No such review or recommendation shall impose any liability or responsibility on IPA, IPSC, or LADWP, or relieve Consultant from providing a safe working environment and complying with all legal requirements.

2.5 Consultant shall comply with IPA's safety and equipment requirements prior to starting the Services. Worker protective clothing, which includes, but is not limited to, hardhats, safety glasses, steel toe safety shoes, gloves, respirators, earplugs, safety harnesses, and face shields shall be provided by Consultant.

2.6 Prior to starting the Work, all of Consultant's personnel shall attend a safety orientation taught by a representative of IPA. At Consultant's option and subject to IPA approval, a supervisor of Consultant may attend the orientation taught by IPA, and then present the orientation to the remainder of Consultant's personnel. In that case, a roll shall be provided to IPA which lists each person who received the orientation and the date it was received.

3. Employee Personnel Surety Program.

3.1 Consultant shall implement a Personnel Surety program consisting of background checks to ensure appropriate credentials for all Consultant principals, management, employees and Subcontractors who will enter any IPA facilities. The program shall include measures designed to:

3.1.1 Verify and Validate Identity: This typically involves a social security/name trace search which reveals names associated with a social security number, past and present addresses, and fraudulent use of social security numbers.

3.1.2 Check Criminal History: A search of Federal, state and county criminal records in all jurisdictions the individual has worked or resided during the previous seven (7) years for offenses listed in Title 49 Code of Federal Regulations (CFR) Section 1572.103, Disqualifying Criminal Offenses, of the Transportation Security Administration (TSA), DHS, rules and regulations.

3.1.3 Verify and Validate Legal Authorization to Work: Before any employees of Consultant may enter any IPA facilities located in the State of Utah, Consultant shall register and participate in the Status Verification System to verify the work eligibility status of the Consultant's employees, pursuant to Utah Code Ann. § 63G-12-302.

3.1.4 Identify People with Terrorist Ties: Screening for terrorist ties through the Department of Homeland Security (DHS) Terrorist Screening Database.

3.2 In order to minimize redundant background checks, anyone who has successfully undergone a security threat assessment conducted by the Department of Homeland Security and is in possession of a valid DHS credential (such as TWIC, HME, NEXUS or FAST) will not need additional vetting. Consultant still must collect sufficient information to verify the identity of the individual and the credentials.

3.3 Consultant agrees to submit a statement certifying that all Work to be performed under this Agreement at any IPA facilities will be conducted by persons for whom background checks have been completed and who do not have any disqualifying background information in their histories pursuant to this section. This statement must be received by IPA's Contract Administrator prior to the granting of unescorted access to gain entrance to the any IPA facility to begin the Work. If the statement is not received by IPA's Contract Administrator prior to the scheduled date to begin the Work, Consultant may, at the option of IPA, be charged for the costs incurred by IPA in providing approved escorts for Consultant's personnel, or, also at the discretion of IPA, Consultant's personnel may be denied access to the IPA facility.

3.4 Additionally, Consultant agrees to submit a statement along with all invoices or billing associated with this Agreement which certifies that all Work performed under this Agreement at the IGS was conducted by persons for whom background checks have been completed and who do not have any disqualifying background information in their histories pursuant to this section. The following specific language in the invoices or bills is acceptable:

> "Consultant certifies that all Services performed for which this invoice/bill is submitted which required access to an IPA facility was performed by persons for whom background checks have been completed and for whom no disqualifying information has been found as specified in the Agreement between IPA and Consultant."

Exhibit F

BACKGROUND CHECK CERTIFICATAION

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

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

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

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

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

NO DEROGATORY INFORMATION WAS FOUND ON THE FOLLOWING INDIVIDUALS:

_____ _____ _____

_____ _____

Person Performing Screening Services Date

_____ _____ _____

Executive Management of Company Date Name of the BGC Company