

**AMENDMENT NO. 1 TO AGREEMENT NO. 47476-8**

**BETWEEN  
THE LOS ANGELES DEPARTMENT OF WATER AND POWER  
AND  
CGI TECHNOLOGIES AND SOLUTIONS INC.**

THIS AMENDMENT NO. 1 to Agreement No. 47476-8 is made and entered into by and between the City of Los Angeles acting by and through the Los Angeles Department of Water and Power, a municipal corporation, (hereinafter referred to as LADWP) and CGI Technologies and Solutions Inc. (hereinafter referred to as CGI or Contractor), collectively the "Parties."

WHEREAS, the Parties have entered into Agreement No. 47476-8 wherein CGI agreed to provide software maintenance and support for Outage Management and Mobile Dispatch Systems effective March 29, 2018, which together with Amendment 1 and supplements thereto hereinafter shall be referred to as the "Agreement"; and.

WHEREAS, the Agreement sets the term of five years and a not-to-exceed amount of \$5,770,000 for total compensation that may be paid to CGI; and

WHEREAS, the Parties are amending the Agreement for the purpose of extending the Agreement term by five years, for a total term of eight years from March 29, 2018 to March 28, 2026; adding a small scope, and, increasing the Agreement amount by \$6,255,000, to a new not-to-exceed amount of \$10,255,945.

NOW, THEREFORE, BE IT RESOLVED that for good value and consideration including the mutual exchange of promises, the Parties agree to amend the Agreement No. 47476-8 as follows:

1) Article 2.1 Term of the Agreement, previously read as:

"The term of the Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate three (3) years thereafter; subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained LADWP approval of insurance required herein."

Article 2.1 Term of the Agreement is hereby amended to read as:

"The term of the Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate eight (8) years thereafter; subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained LADWP approval of insurance required herein."

- 2) Article 4.1.1 Not-to-Exceed Amount, previously read as:

"The total compensation that may be paid to the Consultant by LADWP for complete and satisfactory performance of services under this Agreement shall not exceed Four Million Nine hundred and Forty-Five dollars (\$4,000,945).

Article 4.1.1 Not-to-Exceed Amount is hereby amended to read as:

"The total compensation that may be paid to the Consultant by LADWP for complete and satisfactory performance of services under this Agreement shall not exceed Ten Million Two Hundred Fifty-Five Thousand Nine Hundred and Forty-Five dollars (\$10,255,945)"

- 3) **Exhibit C, Fee Schedule** is replaced in its entirety with the attached **Exhibit C, Fee Schedule (Revision No. 1)**
- 4) **Exhibit H, Statement of Work** is replaced in its entirety with the attached **Exhibit H, Statement of Work (Revision No. 1)**

Except as amended herein, and as previously amended, all terms and conditions of Agreement No. 47476 shall remain the same and are incorporated herein as if fully set forth.

This Amendment No. 1 is executed in two (2) duplicate originals, each of which is deemed to be an original. This Amendment No. 1 consists of three (3) pages and Exhibit C (Revision No. 1) and Exhibit H (Revision No. 1).

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[Signature Page and Exhibits C and H follow.]

**SIGNATURE PAGE**

**IN WITNESS THEREOF**, the Parties hereto have caused this Amendment No. 1 to Agreement No. 47476-8 to be executed by their authorized representative on the date written below.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
MARTIN L. ADAMS  
General Manager and Chief Engineer

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. FEUER, CITY ATTORNEY  
AUG 20 2020  
BY: \_\_\_\_\_  
MARK BRIDGESMA  
DEPUTY CITY ATTORNEY

And: \_\_\_\_\_  
SUSAN A. RODRIGUEZ  
Secretary

CGI TECHNOLOGIES AND SOLUTIONS, INC.

Date: January 11, 2021 By: \_\_\_\_\_  
SIMON BOYER  
Vice President

And: \_\_\_\_\_  
JOANNA ROBINSON  
Senior Vice President, Consulting Services

**EXHIBIT C**  
**Fee Schedule**  
**(Revision No. 1)**

Agreement No:	47476
Title:	Software Maintenance and Support for Outage Management and Mobile Dispatch Systems
Contractor:	CGI Technologies and Solutions Inc.

Task No.	Description	Total Price for 3-Year Term (Original)	Total Price for Additional 5-Year Term (Amendment No. 1)	Total Not-to-Exceed Amount
1	Standard Proprietary Software License, Maintenance and Proprietary Software Support Services	\$2,396,300	\$4,250,000	\$6,646,300
2	a. Proprietary Improvements	\$1,141,050	\$1,620,000	\$2,761,050
	b. Allowable Travel Expenses	\$250,000	\$285,000	\$535,000
	c. Additional Project	---	\$100,000	\$100,000
3	Standard Escrow Services	\$213,595	Included	\$213,595
<b>TOTAL:</b>		<b>\$4,000,945</b>	<b>\$6,255,000</b>	<b>\$10,255,945</b>

Direct Labor	
Labor Classification	Hourly Rate
Programmer/Trainer	\$144.63
Technical Lead	\$180.75
Project Manager	\$216.88

LADWP will reimburse reasonable and necessary subconsultant costs at the actual amount paid by the Consultant to the subconsultant, consistent with the subconsultant rates established in this Exhibit.

LADWP will not pay mark up on subconsultant services, costs, or expenses.

Notwithstanding the labor rate structure on the Fee Schedule, CGI and LADWP can agree on lower labor rates for specific resources.

## EXHIBIT H

### Statement of Work

#### 1.0 SCOPE OF WORK

CGI shall perform software maintenance and support services for LADWP's Outage Management System (OMS) and Mobile Dispatch System (MDS). The services shall include, but are not limited to, the following:

- Standard proprietary software license, maintenance, and proprietary support services of OMS/MDS software required to keep the base OMS/MDS operational.
- Proprietary improvements and certification of changes to the various components of OMS/MDS.
- Standard Escrow services to deposit and validate source code including additional software components.

#### 2.0 DETAILED TECHNICAL REQUIREMENTS (CONSULTANT REQUIREMENTS) AND CONTRACT DELIVERABLES

**Task 1. Standard proprietary software license, maintenance, and proprietary software support services of OMS/MDS software required to keep the base OMS/MDS operational.**

CGI shall provide the following:

##### CGI Software Version, Licenses and Quantities

SERVER Licenses			
1. Pragma™LINE	5.4	Up to 1.2 Mil Customers	<ul style="list-style-type: none"> <li>• Pragma™UP</li> <li>• Pragma™VIEWS</li> <li>• Pragma™SWITCH</li> <li>• Pragma™PROOF</li> <li>• Complex Incident, Substation Modeling</li> <li>• Alarm &amp; Event Manager</li> </ul>
2. Pragma™CAD	5.4.1	Up to 2.0 Mil Customers	<ul style="list-style-type: none"> <li>• Auto-Dispatch</li> <li>• Scheduling</li> <li>• Workload Levelling</li> <li>• Complex Job</li> </ul>
3. Pragma™ROAD Server	5.2	101-250 users	<ul style="list-style-type: none"> <li>• Communication Software for radio communication</li> </ul>
4. SkyVIEW Server	5.4 .1		<ul style="list-style-type: none"> <li>• Based on MapPoint</li> </ul>

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SEAT Licenses			
1. Pragma™LINE Dispatchers	5.4	25	<ul style="list-style-type: none"> <li>• Basic Pragma™LINE Dispatchers Software (Access to Pragma™UP, Pragma™VIEWS, Pragma™SWITCH, Complex Incident, Substation Modeling)</li> </ul>
2. Pragma™CAD Dispatchers	5.4.1	25	<ul style="list-style-type: none"> <li>• Basic Pragma™CAD Dispatchers Software (Access to Auto-Dispatch, Scheduling, Workload Leveling, Complex Job)</li> </ul>
3. Pragma™CAD Mobile Client	5.4.1	90	<ul style="list-style-type: none"> <li>• Basic MobLITE Software</li> <li>• Field Report Module</li> <li>• Time Sheet</li> </ul>
4. Pragma™CAD Mobile SUPERVISOR	5.4.1	10	<ul style="list-style-type: none"> <li>• Basic Mobile SUPERVISOR Software (Monitoring of crews, Monitoring of Assignment Lists for crews, etc.)</li> <li>• Field Report Module (Approval/Refusal/Disapprove)</li> <li>• Time Sheet (Approval/Refusal/Disapprove)</li> </ul>
5. Pragma™ROAD Client	5.2	101-250 users	<ul style="list-style-type: none"> <li>• Communication Software for radio communication between server and client</li> </ul>
6. SkyVIEW (101- 250 users) Mobile Display	5.4.1	100	<ul style="list-style-type: none"> <li>• Graphical Map Display on the Mobile with GPS</li> </ul>
7. SkyVIEW Dispatcher Client	5.4.1	14	<ul style="list-style-type: none"> <li>• Graphical Map Display on the Dispatcher Workstations</li> </ul>
8. SkyVIEW (101-250 users) Mobile Client	5.4 .1	100	<ul style="list-style-type: none"> <li>• Global view of all crews and jobs in the system</li> </ul>
Other			
1. Pragma™LINKS	2.6	1	<ul style="list-style-type: none"> <li>• Messaging between MobLITE and the Server</li> </ul>
2. Substation Studio	5.2	1	<ul style="list-style-type: none"> <li>• Substation Studio Editor module</li> </ul>

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### **Statement of Work**

Current version of OMS/MDS is 5.4.1 and is compatible with current LADWP hardware.

Services shall include, but not limited to:

- A. Technical support of the existing system, configuration management of each component, and support of the system interfaces

#### **CGI Customer Support Process**

CGI's Customer Support Center is responsible for:

- a. First level follow-up on calls received at its phone-in service;
- b. Receiving all Customer queries and Defects in a timely and expedient manner, as long as they are related to the support of the Software operating on the Designated System.
- c. Assigning a CGI reference number to the Customer after the request has been analyzed.
- d. Logging all calls into the Defect Management System.
- e. Reviewing all incoming voice-mail, e-mail, faxes, and telephone calls addressed to the Customer Support Center.
- f. Transferring the request to the QA/QC department for analysis.
- g. Tracking the request to ensure that the Defect is being serviced.
- h. Closing the request after the Customer has agreed that the Defect was corrected.

#### **Software Trouble Reports and Priority Levels**

##### Process for Reporting Defects in the Software and Assignment of Priority Level

Upon encountering a Defect, Customer will gather as much information as possible pertaining to the specific Defect and forward it on to CGI's Support Service Center. This information will include: detailed description of what the user and/or system was doing when the Defect was encountered, how specifically the user (or the system) was impacted when the Defect was encountered, what (if any) actions were taken either by the user or Customer Software support, copies/dumps of any specific data related to the Defect, as appropriate. Due to the criticality of certain Defects, the initial report of a Defect may not include all pieces of information available. However, all available information will be forwarded to CGI as soon as possible.

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#### Response Time

Within 15 minutes of receiving a call for a P1 or P2 Defect via the CGI Hot-Line Number and within seventy-two (72) business hours of receiving a call for a P3 or P4 Defect, CGI shall confirm to the Customer's Authorized Representative that it has received notification of the Defect. CGI shall then service any reported Defects as described below in the Service for Defects section.

Both CGI and Customer acknowledge that any delay in or denial of remote access by LADWP shall have an impact on the response time which shall not constitute a breach or non-compliance by Consultant.

#### Software Trouble Report

A Software Trouble Report (STR) is used to report any system Defect. It is initiated by the Customer and includes a detailed description of all encountered Defects. Also included is CGI's reply containing information about the resolution. The STR number shall be used for tracking through assessment, diagnostic, resolution (if appropriate) and incorporation into subsequent Releases of the Software.

Within two (2) business days, CGI will log the reported Defect and communicate in writing a Software Trouble Report ("STR") number for the Defect. In case where Customer feels that the Defect has been improperly prioritized by CGI, Customer will promptly state its objection to CGI in writing and the parties will enter into discussions to determine the priority level to be given to the Defect for the purposes hereof.

#### Prime Contact

A Prime Contact will be designated by CGI to oversee the diagnosis and resolution of any Customer support issues. Once a call is placed, the Prime Contact will plan and manage the resolution of the Defects with the Customer.

#### Priority Levels

Five priority levels are applied to Defects logged into CGI's Tracking System to determine the required level of intervention and type of Support Services. Gaps between software design and customer requirements are not considered "Defects".



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The priority levels are:

P1	Fatal	Software component is not operational. This is a production-limiting problem with no known work-around.
P2	Critical	Defects that result in a lack of Software component functionality or that cause intermittent system failure. This is a production hindrance problem with no known work-around.
P3	Non-critical	Defects that cause non-critical Software component features consistently to malfunction. End Users are not able to use certain functionality with the Software, but have a defined work-around to continue their operations and not inhibit production.
P4	Minor	Defects that cause attributes and/or options of Software component programs not to operate in accordance with is a nuisance to the End Users, but is not a production-limiting problem of the Software.
P5	Suggestion	Suggestions and requests for enhancements of the Software. This includes gaps between Software design and customer business requirements.

#### Service for Defects

##### Support Service for P1 and P2 Defects

For P1 Defects, a diagnostic shall be made and a solution or work-around acceptable to Customer shall be scoped as quickly as possible, but not to exceed four (4) hours from the time the CGI software technician has identified the Defect.

For P2 Defects, a diagnostic shall be made and a solution or work-around acceptable to Customer shall be scoped as quickly as possible, but not to exceed twenty-four (24) hours from the time the CGI software technician identified the Defect.

P1 Defects shall be serviced by CGI continuously so that the scoped solution or work-around acceptable to Customer can be implemented in a timely manner. CGI shall fix P1 and P2 Defects promptly and shall ship software fixes or Upd the agreed to frequency.

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The fixes or Updates provided by CGI shall be deemed accepted by Customer within ten (10) days of their delivery unless such fixes or Updates prevent the Software from performing its main intended functions as specified in the Documentation. In this event, Customer shall communicate to CGI in writing with the reasons for its refusal of the fixes or Updates. Customer shall be responsible for testing of fixes or Updates and for determining the appropriate time to deploy them into production. CGI and the Customer shall assign a single point of contact for P1 and P2 Defects. Status updates shall be provided within a time frame to be mutually agreed by the parties at the time the Defect is reported. Status information reported shall include the estimated time of resolution, the nature of the Defect and the assignment of personnel. Status information shall be provided as required by Customer on a case by case basis.

If required, upon determining the Defect, CGI shall provide to Customer an evaluation of the time and cost, if any, required to correct Defects or to apply corrections or workarounds.

#### Service for P3 and P4 Defects

Support Services for P3 and P4 Defects are handled through CGI's Customer Support Center during CGI's normal business hours. The Customer is either directed to an Application Support representative for help in the use of an application or the call is recorded as a Defect in the STR database.

Upon determining the Defect, if it consists in a Defect to the Software, CGI shall provide to Customer an evaluation of the time to perform resolution during normal CGI Business Hours;

P3 and P4 Defects will be addressed as described below:

- P3: Commercially reasonable efforts to resolve within three (3) months of being reported;
- P4: Commercially reasonable efforts to resolve within six (6) months of being reported.

In cases of P3 and P4 Defects, the Customer and CGI may mutually agree to prioritize for inclusion appropriate Defect Resolutions in scheduled Production Rollouts.

#### Service for P5 Defects

The fixes or Minor Releases provided by CGI as resolution of reported Defects in the course of the Support Services shall be deemed accepted by the Customer after being put into production or at a date mutually agreed after customer acceptance

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testing has been completed whichever occurs first. Customer shall be responsible for testing of these fixes or Minor Enhancements and for determining the appropriate time to deploy them into production.

#### Acceptance of Fixes

The fixes or Minor Releases provided by CGI as resolution of reported Defects in the course of the Support Services shall be deemed accepted by the Customer after being put into production or at a date mutually agreed after customer acceptance testing has been completed whichever occurs first. Customer shall be responsible for testing of these fixes or Minor Enhancements and for determining the appropriate time to deploy them into production.

#### Hot-line Service Cycle

The Customer Support Center can be accessed either in French or English via the following methods. For P1 and P2 Defects, the Hot-line number must be used in priority to ensure a 15-minute response time.

- Hot-line number (for P1 and P2 Defects): 1-877-634-7978
- Customer Support number - (for P3, P4 and P5 Defects): 1-800-390-6033 ext. 2727
- Fax: 514-228-8895, attention: Customer Support Center
- E-mail: support.util-sol@cgi.com

#### On-line Services

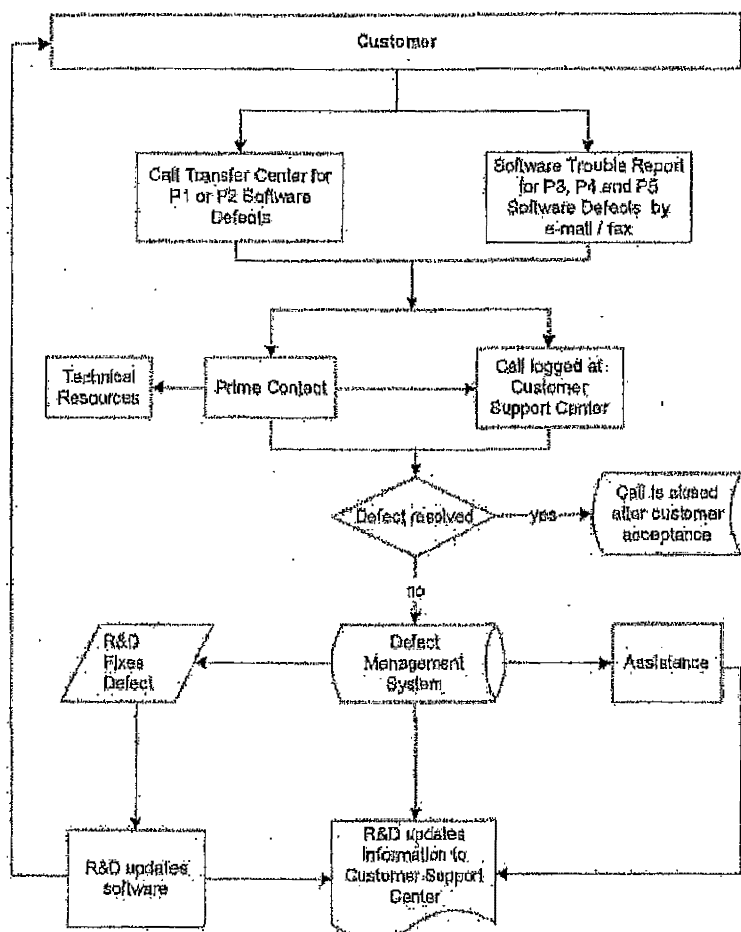
CGI provides access to an extranet page where the following are available :

- a. Links to a newsletter, white papers and all available Software documentation. Information on the User Group conference and the related documentation can also be accessed.
- b. Access to the CGI Defect tracking system and current database in which the Customer's Authorized Representatives can view information on Customer-specific Defects and information about their resolution.

#### Call Handling General Process Flow

CGI has the infrastructure to support Customer in configuration, installation and implementation of CGI's solution. The following flowchart shows how Customer's incoming calls are processed within CGI's organization

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- B. Phone-in support services to include diagnosis of the software defect, correction of software malfunction or failure in the current release, correction by way of support services via any Minor or Major Release, provision of temporary by-passes and workarounds or any other means

CGI will provide the following standard proprietary services :

- a. A phone-in service for the provision of advice regarding Licensed Software Defect, determination and resolution.
- b. Support services include the diagnosis of the Software Defect, correction of Software malfunction or failure in the current Release, correction by way of any Support Services, by the release of any Minor or Major Release, the provision of temporary by-passes and workarounds or any other means.
- c. Calls may be placed by an Authorized Customer's Representative seven (7) days a week, twenty- four (24) hours a day as listed in Section A .
- d. Technical advisory services by a designated CGI Service Manager for overall investigation of maintenance and service issues on operational matters.

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- e. Availability of access to online and remote 'Defect Tracking System' (iTrack).
  - f. Availability of access to automated upgrade procedures for CGI software including the conversion of database structure , as made available by CGI.
  - g. Availability of access to online documentation .
  - h. CGI shall provide a write-in service for assistance, information and the communication of questions and enhancement suggestions directed to CGI. A response will be provided by CGI within a reasonable time .
  - i. Additional Services available for the Client Customized Software.
- c. Availability of access to online documentation

CGI provides access to an extranet page where the following are available:

- a. Links to a newsletter , white papers and all available Software documentation. Information on the User Group conference and the related documentation can also be accessed.
  - b. Access to the CGI Defect tracking system and current database in which the Customer's Authorized Representatives can view information on Customer-specific Defects and information about their resolution.
- d. 24/7 support services availability for any fatal errors in the proprietary software

#### Hot-line Service Cycle

The Customer Support Center can be accessed either in French or English via the following methods. For P1 and P2 Defects, the Hot-line number must be used in priority to ensure a 15-minute response time.

- a. Hot-line number (for P1 and P2 Defects): 1-877-634-7978
  - b. Customer Support number - (for P3, P4 and P5 Defects): 1-800-390-6033 ext. 2727
  - c. Fax: 514-228-8895 , attention: Customer Support Center
  - d. E-mail: support.util-sol@cgi.com
- e. Technical advisory services by a designated CGIU Service Manager for overall investigation of maintenance and service issues

The role of the CGI Support Manager is to provide technical advisory services for overall investigation of maintenance and service issues on operational matters. In particular, the CGI Support Manager's role is to:

- a. Provide technical advisory services to the Customer relating to the CGI Software and support services; and
- b. Conduct one survey per year at Customer premises.

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- F. Provide Minor and Major releases of the licensed software

CGI shall provide to the Customer, while the support contract is in effect and at no additional cost, when generally made available to all of CGI's customers, Minor and Major Releases of the Licensed Software as well as updates to the Documentation, as the case may be. New software modules and new products will be treated as optional and will be provided once a mutual agreement has been reached as to the applicable terms, conditions and costs. Customer shall be responsible for making a number of copies equal to the number of licenses granted to it.

**Task 2. Proprietary improvements and certifications of changes to the various components of OMS/MDS.**

Throughout the term of this Agreement, CGI shall provide, upon request, additional proprietary improvement services. Request for these services should be initiated by LADWP in accordance with LADWP's established Task Order Development and Approval Procedure (Article VI of this Agreement).

Services may include, but not limited to, the following:

- A. Provide compatible upgrades proceeding current versions. OMS / MDS proprietary Software changes resulting from tuning/upgrading the Software and databases (Oracle, Compilers, etc.).
- B. Provide on-site technical support related to impacts on the upgrades
- C. System and management report development, including upgrades to current web system for operations and management reports, development of system reliability reports, and mapping of outage locations
- D. Data conversion, documentation, consulting services, quality assurance and project management as it relates to the OMS/MDS system
- E. Services required for migrating to a superior version, including various testing and conducting a train-the trainer program
- F. Additional licenses at the request of LADWP for new equipment and additional LADWP users. Licenses are comprised of additional CGI licenses for OMS and MDS new users, new software modules and new products.
- G. Migration services. The professional services required for migrating to a superior version are comprised of:

## **EXHIBIT H**

### **Statement of Work**

- a. Preparation of a Statement of Work in collaboration with LADWP personnel
- b. Conduct Product Familiarization and Gap Analysis
- c. Preparation of Interface Requirement Specifications (IRS) with LADWP personnel
- d. Preparation of database migration scripts
- e. Interface Development Support if needed
- f. QA/QC Internal Testing
- g. Conduct Factory Acceptance Testing (FAT)
- h. On-site support on Site Acceptance Testing (SAT)
- i. Provide on-site assistance for SAT
- j. Conduct Train-the-Trainer Training
- k. Provide Rollout support

H. Training of LADWP personnel on the administrative management of the software

#### **Task 3. Standard Escrow services to deposit and validate source code.**

Additional software components of the OMS/MDS product suite shall also be part of the escrow services. Standard escrow services to be defined and requested by LADWP.

### **3.0 REPORTING**

The Contractor shall provide the Contract Administrator with written monthly progress updates of its activities. The monthly progress updates shall include, but is not limited to, the status of each task, expenditures for each task, balance remaining for each task, percent of each task that has been completed, percent of funds that has been spent for each task and license quantities for each software and version provided to LADWP.

The method and format of reporting documentation shall be specified in each Task Order Proposal that fully complies with the contract resulting from this RSSP.

Reports may be submitted electronically by email, via a flash drive, and/or delivered by mail or by special delivery, at the discretion of the Department. The reporting formats may include PDF, MS Word, MS Excel or any other type of format. All reports shall be delivered to LADWP's authorized representatives upon request.