

**AMENDMENT NO. 3 TO AGREEMENT NO. 47424
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
SIMPLAR SOURCING SOLUTIONS, LLC**

This Amendment No. 3 (Amendment) to Agreement No. 47424 (Agreement) is made and entered into by and between the City of Los Angeles, acting by and through its Department of Water and Power, a municipal corporation (hereinafter "LADWP"), and Simplar Sourcing Solutions, LLC, a Limited Liability Corporation (hereinafter referred to as "Simplar"). Individually, LADWP and Simplar are referred to as a "Party" or collectively as "Parties."

WITNESSETH

WHEREAS, the Parties entered into Agreement on December 6, 2016, wherein Simplar agreed to provide LADWP a pilot Best Value Business Model for engineering, project management, contract administration, and procurement training of staff on the solicitation and selection of alternate project delivery contracts; for a term of one year with two, one-year renewal options and an amount not to exceed \$992,000; and

WHEREAS, the Parties approved Amendment No. 1 to Agreement on April 23, 2019, which increased the contract amount by \$615,000, from \$992,000 to \$1,607,000; and extended the contract duration by two years, for a total contract term not to exceed five years; and

WHEREAS, the Parties approved Amendment No. 2 to the Agreement on January 11, 2022, which extended the contract duration by 11 months, for a total contract term not to exceed five years and 11 months; and

WHEREAS, LADWP has determined that additional time is required to support Water System capital projects, which have been delayed due to unforeseen circumstances, to implement the new procurement process, and for additional training services; therefore, it is necessary to extend the contract duration by four years and one month, for a total contract term not to exceed 10 years.

WHEREAS, the effective date of Amendment No. 3 shall be upon expiration of Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

AMENDMENT

1. Article 2.1, Term of the Agreement

The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate 10 years thereafter on January 17, 2027,

subject to the termination provisions herein. Performance shall not begin until Simplar has obtained LADWP approval of insurance required herein.

2. ARTICLE XII: TASK ORDER DEVELOPMENT AND APPROVAL

12.1 Task Order Request for Proposal (TORP)

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

1. Task order number
2. Task name or title
3. Purpose and Objective of the task assignment
4. Prerequisites to Consultant's performance
5. Scope of Work
6. Premises (assumptions, conditions, restrictions, project location, etc.)
7. References (from past projects for similar work)
8. Key Consultant and Subconsultant personnel required for the task
9. Anticipated SBE/DVBE/MBE/WBE Subconsultant participation
10. Method of compensation (fixed price or time-and-materials basis)
11. Estimated total expenditures, including not-to-exceed cost or mutually established fixed price costs, to be paid to Simplar to perform the task assignment
12. Detailed cost estimate with work breakdown, personnel or labor category, labor hours, labor rates, and expenditures as basis for the amount in Item 11
13. Applicable Consultant and Subconsultant Labor Rates and Fees, if not included in **Exhibit C, Fee Schedule** of the Agreement
14. Schedule, including expected progress reports and expected completion date
15. LADWP's designated Task Order Authorized Representative(s) as identified in the TORP
16. Deliverables
17. The methodology for evaluation of the successful task order proposal

12.2 Task Order Proposal

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

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

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

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

12.3 Evaluation of Task Order Proposal

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

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

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

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

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

12.4 Task Order Approval and Authorization

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

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

12.5 Task Order Modifications

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

3. **Exhibit C - Reserved** is replaced with the attached **Exhibit C-Fee Schedule** dated April 20, 2022

4. The following language is added to the end of **Exhibit H - Statement of Work**

LADWP will utilize a Task Order Request for Proposal (TORP) process to manage Task Orders. Task Orders may include training, strategic planning, project planning, project delivery, implementation support, organizational change and adoption support, organizational assessments, assistance and development of RFPs, etc. of the various activities, along with other various activities and projects described herein.

Except as amended herein, all other terms and conditions shall remain in full force and effect.

This Amendment may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same amendment. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP and sent by e-mail shall be deemed original signatures. This Amendment No. 3 consists of seven (7) pages.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly Authorized Representatives.

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

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

OCT 19 2022
BY 
MARK REUSCH
DEPUTY CITY ATTORNEY

By: _____
MARTIN L. ADAMS
General Manager and Chief Engineer

Date: _____

And: _____
CHANTE L. MITCHELL
Board Secretary

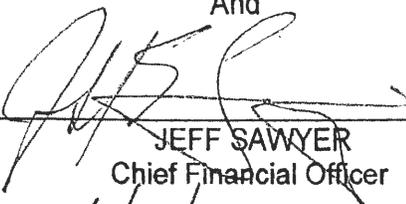
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly Authorized Representatives.

SIMPLAR SOURCING SOLUTIONS, LLC

By: 
KENNETH SULLIVAN
President

Date: 6/8/2022

And

By: 
JEFF SAWYER
Chief Financial Officer

Date: 6/8/22