

PROFESSIONAL SERVICES AGREEMENT
Upgrade Maximo to Maximo Application Suite
Specification No. CS-2024-623BD

This PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and _____ (hereinafter referred to as "Consultant"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to obtain Upgrade Maximo to Maximo Application Suite as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"); and

WHEREAS, Consultant is qualified to provide the Services by virtue of experience, training, and expertise; and

WHEREAS, OC San desires to engage Consultant to render the Services as provided herein; and

WHEREAS, OC San selected Consultant to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on _____, OC San's Board of Directors, by minute order, authorized execution of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

1.1 This Agreement and all exhibits hereto are made by OC San and the Consultant.

1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Agreement.

Exhibit "A" – Scope of Work
Exhibit "B" – Proposal and Cost Proposal
Exhibit "C" – Determined Insurance Requirement Form
Exhibit "D" – Contractor Safety Standards
Exhibit "E" – Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the exhibits hereto, the provisions in the Agreement shall control and thereafter the provisions in the document highest in precedence shall be controlling.

1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Consultant as a result of work performed in anticipation of purchases of the Services by OC San.

1.5 Work Hours: The work required under the Agreement may include normal business hours, evenings, and weekends. All work or meetings with OC San staff shall be

scheduled Monday through Friday, between the hours of 7:30 a.m. and 5:30 p.m. OC San will not pay for travel time.

- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Access to Premises. OC San shall provide Consultant with reasonable and timely access to the sites and personnel necessary for Consultant to perform its obligations under this Agreement. OC San shall allow Consultant personnel reasonable access to OC San site and facilities (telephone, facsimile, parking, etc.) during normal business hours and at other reasonable times as requested by Consultant and pre-approved by OC San. The assistance or presence of OC San's personnel will not relieve Consultant of any of its responsibilities under this Agreement.
- 1.9 Background Checks and Removal of Personnel. Prior to being allowed to perform any work on this Project, all non-OC San personnel assigned to the Project may be required to submit to and pass a background check by the Fountain Valley Police Department in California. In addition, OC San shall have the sole and exclusive right to require Consultant to immediately remove any individual from the Project for any reason deemed to be in the best interests of OC San. Consultant shall replace any employee removed from the Project within ten (10) business days of said removal.
- 1.10 The provisions of this Agreement may be supplemented, amended, or waived only by an amendment executed by authorized representatives of both Parties.
- 1.11 All approvals or consents required or contemplated by this Agreement must be in writing to be effective.
- 1.12 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any paragraph or provision hereof.

2. Definitions.

- 2.1 As-Built Documentation. The term "As-Built Documentation" means the Baseline Documentation plus the Documentation for any Configuration Changes and Custom Modifications. All "As-Built Documentation" shall supplement and not conflict with the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall prevail.
- 2.2 Baseline Documentation. The term "Baseline Documentation" means original system configuration documentation prior to upgrades or changes.
- 2.3 Configuration Changes. The term "Configuration Changes" is defined as any modification or changes other than a Custom Modification.
- 2.4 Consultant Application Software. The term "Consultant Application Software" is defined as any Software owned or sublicensed, installed, and/or configured by Consultant as a component of the Services provided, whether in machine readable or printed form, including, but not limited to, any applications, modules, subsystems,

Interfaces, Configuration Changes, Custom Modifications, Updates, and Documentation.

- 2.5 Custom Modification. The term “Custom Modification” is defined as a modification of the Consultant Application Software Source Code or data base structure, which provides new or improved functions or features to address specific requirements of this Agreement.
- 2.6 Defect. The term “Defect” is defined as any error, failure, deficiency, or any other unacceptable variance or failure of the System or any component thereof to fully conform to the warranties and requirements described in this Agreement. With respect to the Consultant Application Software, the term “Defect” is defined as any error, failure, or deficiency or any other unacceptable variance from any required, specified, or expected program behaviors as may be required by OC San or necessary for the Consultant Application Software to operate correctly and in full compliance with the terms of this Agreement. This includes expected program behaviors as described in any Consultant Application Software Documentation. In the event of a conflict between this Agreement and documentation provided by Consultant to OC San, the terms and conditions of this Agreement shall prevail.
- 2.7 Documentation. The term “Documentation” is defined as all written, electronic, or recorded works including all “As-Built Documentation” that describe the uses, features, functional capabilities, performance standards, and reliability standards of the System, or any subsystem, component, or Interface, and that are published or provided to OC San by Consultant or its subcontractors, including, without limitation, all end user and System administrator manuals, help files, training aids and manuals, training and support guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.
- 2.8 Fix Pack. The term “Fix Pack” is defined as a formal release of programming code and Documentation that provides corrections to any Consultant Application Software programs including, but not limited to, bug fixes, error corrections, and patches.
- 2.9 Functional, Performance, and Reliability Specifications and Requirements. The term “Functional, Performance, and Reliability Specifications and Requirements” is defined as all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the System set forth in: (a) this Agreement; (b) any mutually agreed upon amendment; and (c) any functional and/or technical specifications which are published or provided by Consultant or its licensors or suppliers from time to time with respect to the System or any Products.
- 2.10 Go-Live Support. The term “Go-live Support” is as described in “Exhibit “A” Scope of Work.
- 2.11 Interfaces. The term “Interfaces” is defined as one or more of the specialized software applications developed or sublicensed by Consultant and installed as a part of the Project for the purpose of sharing information (data) between Consultant and/or Consultant Application Software and any other software program or device. Functional requirements for each Interface to be included as a part of the System are provided Exhibit “A”, Scope of Work.
- 2.12 Products. The term “Products” is defined as all Software listed in “Exhibit “A”, Scope of Work.

- 2.13 Project. The term “Project” is defined as the totality of Consultant’s obligation under this Agreement to develop, supply, install, configure, test, implement, and maintain the System.
- 2.14 Services. The term “Services” is defined as the implementation, development, training, configuration, loading, testing, project management, and other services to be provided by Consultant under this Agreement, including, without limitation, the tasks detailed in Exhibit “A”, Scope of Work.
- 2.15 Software. The term “Software” includes the following components provided and licensed by Consultant under this Agreement: (a) Consultant Application Software; (b) Third-Party Software; (c) Custom Modifications, and (d) Interfaces.
- 2.16 Source Code. The term “Source Code” is defined as a computer program in its original programming language (such as FORTRAN or C) before translation into object code usually by a compiler.
- 2.17 System. The term “System” is defined as the collective whole of all Products and Services to be purchased, developed, licensed, supplied, installed, configured, tested, and implemented by Consultant under this Agreement.
- 2.18 System Administrator Documentation. Is defined as that portion of the Documentation addressing the operation and maintenance functions of the System.
- 2.19 Third-Party Software. The term “Third-Party Software” is defined as any Software to be supplied under this Agreement that is purchased or licensed directly from any source external to Consultant for use with or integration into the System.
- 2.20 Updates. The term “Updates” is defined as modifications, improvements, additions, and corrections to the Products and/or related Documentation, including functional and/or product enhancements, bug fixes, patches, new releases, new versions, and replacement modules or products that Consultant makes generally available to its customers with or without an additional fee.
- 2.21 User Acceptance. The term “User Acceptance” shall be defined as that date on which all Services under section titled “Deliverables” in Exhibit “A”, Scope of Work have been successfully completed by Consultant and accepted by OC San.
- 2.22 Work Product. The term “Work Product” is defined as the Products and Services and all other programs, algorithms, reports, information, designs, plans, and other items developed by Consultant under this Agreement, including all partial, intermediate or preliminary versions thereof.

3. Scope of Work.

- 3.1 Consultant shall provide the Services identified in Exhibit “A” in a competent, professional, and satisfactory manner in accordance with generally accepted industry and professional standards, including fiduciary standards, ethical practices, and standards of care and competence for its trade/profession. Consultant agrees to comply with all applicable Federal, State, and local laws and regulations.
- 3.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.

3.3 Familiarity with Work. By executing this Agreement, Consultant warrants that: (a) it has investigated the work to be performed; and (b) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Consultant discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Consultant's risk, until written instructions are received from OC San.

3.4 Performance. Time is of the essence in the performance of the provisions hereof.

4. License.

4.1 Grant of License.

4.1.1 Consultant hereby grants to OC San a perpetual, irrevocable, nonexclusive, and nontransferable license under applicable copyrights and/or trade secrets (either site, node locked or per user as specified in Exhibit "A",) to use all Consultant application software provided under this Agreement. OC San shall have the right to use all Consultant application software or any portion thereof on any equipment locked on a single computer node (as determined by a specific LAN address) as a site license or concurrently on a number of computer nodes so long as the number of concurrent Users does not exceed the number licensed for the LAN, or on one or more backup computer nodes.

4.1.2 OC San shall have the right to use all Consultant application software as may be necessary in order to operate the system purchased under this Agreement. In addition, OC San shall have the right to use the Consultant application software as necessary to (a) operate the system (b) conduct internal training and testing, and (c) perform disaster recovery, backup, archive, and restoration testing and implementation as may be required in OC San's judgment. This license shall apply to all commercially available updates throughout the term of this Agreement. OC San shall have the right to use all Consultant application software licensed under this Agreement on any equipment at any facility and at any location and may make as many copies of the software as it desires to support its authorized use of the software, provided the copies include Consultant's or the third-party owner's copyright or other proprietary notices.

4.2 User Acceptance.

4.2.1 All license rights of third-party software shall originate from the manufacturer. All third-party software licenses shall be provided to OC San and become effective at the time the product is used by OC San in a live environment.

4.2.2 The approval of Consultant for OC San to use Consultant Application Software and Third-Party Software and OC San's use of the software shall not constitute a waiver of OC San's right to reject the System, in whole or in part, if the requirements for User Acceptance are not met.

4.3 Limitations on License.

Except as licensed to OC San, Consultant retains all of its current rights, title, and interest in the Consultant Application Software, including derivative works, custom modifications, configuration changes, and updates. Unless authorized by Consultant or required by law, OC San will not: (1) make available or distribute all or part of the software to any third party by assignment, sublicense, or any other means; or (2) disassemble, decompile, or reverse engineer the software, or allow any third party to do so.

5. **Security.**

5.1 Certain software packages are required to operate in conjunction with a hardware lock device or in conjunction with license administration software and a license authorization key provided by Consultant or its representative. OC San shall take no steps to avoid or defeat the purpose of any required lock device or authorization key. Use of any software package without a required lock device or authorization key shall be unlicensed under this Agreement.

5.2 **Restricted Access.**

5.2.1 OC San will use every reasonable method to restrict access to the Consultant Application Software, or documentation related thereto, to persons not authorized to use the Consultant Application Software under the terms of this Agreement.

5.2.2 OC San will not copy the Consultant Application Software or documentation except as necessary for use under this Agreement.

5.2.3 OC San will not decrypt, reverse compile, or disassemble the Consultant Application Software.

5.2.4 OC San will not export or re-export the Consultant Application Software or documentation.

5.2.5 OC San will abide by all applicable Federal and State trademark and copyright laws.

6. **Warranty.**

6.1 **System Warranty.** Consultant warrants that the System will meet the Functional, Performance, and Reliability Specifications and Requirements as defined in this Agreement. As applicable, the System and/or each of its subsystems, components and Interfaces will be capable of operating fully and correctly in conjunction with the System hardware. Consultant warrants that for the term of this Agreement, the System will perform as described in Exhibit "A", Scope of Work in material and workmanship and will remain in good working order. In the event the System does not meet these warranties, Consultant shall provide, at no charge, the necessary software, hardware, and/or services required to attain the levels or standards contained in these warranties.

6.2 **Consultant Application Software Warranties.** Consultant warrants that it owns or otherwise has the right to license the Consultant Application Software to OC San and that it possesses all rights and interests necessary to enter into this Agreement. In addition, Consultant warrants that:

6.2.1 All Consultant Application Software licensed under this Agreement is free of known Defects, viruses, worms, trojan horses, or otherwise (except for documented security measures such as password expiration functions);

6.2.2 During the term of the Agreement; the Consultant Application Software will meet or exceed the Functional, Performance, and Reliability Specifications and Requirements herein;

6.2.3 Consultant Application Software is and will be general release versions that have been fully tested at Consultant's site in accordance with best industry practices and are not beta or pre-release versions (unless agreed to in writing by OC San); and

6.2.4 Custom Modifications and Interfaces have been fully tested in accordance with best industry practices and are free of known Defects. Consultant further agrees that during the term of this Agreement, Consultant will provide OC San, if OC

San so desires, with any Updates at no additional cost (including any and all costs associated with the installation of those Updates) immediately upon their commercial availability to any other entity.

6.3 Work Quality Warranty. Consultant warrants that all work performed by Consultant and/or its subcontractors under this Agreement will conform to best industry practices and will be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge to do so.

6.4 Regulatory Warranty. Consultant warrants that, for the term of this Agreement, the System will comply with all processing and reporting requirements for State and Federal laws and regulations. If the Software requires updating due to a change in a State or Federal law or regulation affecting OC San, Consultant will provide these changes per a mutually agreed to schedule at no additional charge to OC San. Notwithstanding this provision, in no event shall Consultant provide said update later than the date required by the State or Federal law or regulation affecting OC San. In the event OC San is notified of a change in State or Federal law or regulation that requires updating the Software, OC San will notify Consultant of that change as soon as reasonably possible.

6.5 Documentation Warranty. Consultant warrants that, for the term of this Agreement, the Documentation for all licensed Consultant Application Software will be complete and accurate in all material respects. The Documentation will be revised to reflect all Updates and Interfaces provided by Consultant under this Agreement. This includes Documentation on any Custom Modification or Configuration Changes made to the System by Consultant during the installation process.

6.6 Service Warranty. During the term of this Agreement, Consultant warrants that it will remedy any failure, malfunction, Defect, or nonconformity in the System, as follows:

6.6.1 Priority One (P1) Defects. For purposes of this warranty, a P1 Defect includes, but is not limited to, loss of data, data corruption, a System or subsystem abort, any condition where productive use of the System or any component thereof is prohibited and no acceptable workaround is available. Examples of P1 Defects include, but are not limited to:

5.6.1.1 System is down;

5.6.1.2 Application, module or Interface is down or non-operational;

5.6.1.3 An Interface or application critical to System operation is substantially impaired or problematic;

5.6.1.4 Loss of data or data corruption after data has been entered;

5.6.1.5 A subsystem or component thereof is non-functional;

5.6.1.6 Productive use is prohibited;

5.6.1.7 Two or more workstations or mobile devices lock up or malfunction intermittently; or

5.6.1.8 A user cannot log on to the System.

6.6.2 Priority Two (P2) Defects. For purposes of this warranty a P2 Defect includes, but is not limited to, compromise of the primary purpose of the System, subsystem, or Interface to an external system. Productive use by the end user is substantially impacted and an acceptable workaround is not available. Examples of P2 Defects include, but are not limited to:

5.6.2.1 A Software function does not work correctly;

5.6.2.2 The user cannot produce a report with correct calculations;

5.6.2.3 System, subsystem, or an Interface performance is deemed unacceptable per the Functional, Performance, and Reliability Specifications and Requirements;

5.6.2.4 Incorrect cross streets are displayed on a verified address or location;

5.6.2.5 Cannot create a scheduled event; or

5.6.2.6 A single workstation or mobile device locks up or malfunctions intermittently.

6.6.3 Priority Three (P3) Defects. For purposes of this warranty, a P3 Defect includes, but is not limited to, incomplete operation of a System component which impacts productivity of staff but an acceptable workaround is generally available. Examples of P3 Defects include but are not limited to:

5.6.3.1 Single workstation or mobile device locks up intermittently but infrequently;

5.6.3.2 Minor deficiencies occur intermittently in any component of the System;

5.6.3.3 A mapping function doesn't work, but the failure does not interfere with the user's ability to perform required tasks;

5.6.3.4 A report does not function or report provides incorrect results; or

5.6.3.5 An incorrect message is presented in a dialog box.

6.6.4 Priority Four (P4) Defects. For purposes of this warranty, a P4 Defect consists of those problems deemed by OC San to be mainly cosmetic. Examples of P4 Defects include, but are not limited to:

5.6.4.1 A misspelled word in the header of a report or in a help file;

5.6.4.2 A minor error in output that does not interfere with the correct outputting of statistics from the system;

5.6.4.3 Minor printing errors in a report that does not impede OC San's ability to utilize the report for the required purpose;

5.6.4.4 Minor variances in text where the help file does not match the Documentation;

5.6.4.5 Minor variances in text where the Documentation does not match the functionality but the System works properly; or

5.6.4.6 A print button does not work, but the user can still print without opening or closing multiple windows or losing data or rebooting the System.

6.6.5 Multiple Failures. Any situation involving multiple, contemporaneous failures, regardless of their individual priorities, will be regarded as a Priority One Defect if, in OC San's determination, the situation results in OC San having essentially no productive use of the System or a major subsystem.

6.6.6 Permanent Cure. If OC San accepts a workaround or other temporary cure as the remedy for any reported Defect, Consultant shall provide and install at no cost to OC San a permanent correction or cure and installation support within ten (10) days after the permanent cure becomes available.

6.6.7 Third-party Warranty Coverage. Third-party products are provided with a pass-thru-warranty from the original manufacturer.

7. Infringement Claims

If an infringement claim occurs, Consultant has thirty (30) days after the receipt of OC San's written notice of the claim or the date on which Consultant first becomes aware of the claim, whichever is sooner, to either: (a) procure for OC San the right to continue using the affected Product, Service, subsystem, component or Interface and deliver or provide the Product, Service, subsystem, component, or Interface to OC San; or (b) repair or replace the infringing Product, Service, subsystem, component, or Interface so that it becomes non-infringing, provided the performance of the System or any subsystems, components, or Interfaces is not adversely affected by the replacement or modification. In the event Consultant is unable to comply with either subsection (a) or (b) of this paragraph within thirty (30) days, OC San may terminate this Agreement without any further obligation to Consultant. In the event of termination, in addition to any other legal remedies available to OC San, Consultant will refund OC San, within ten (10) days of OC San's notice of termination, the license fees OC San paid to Consultant for the Product, Service, subsystem, component, or Interface. If the inability to comply with either subsection (a) or (b) of this paragraph causes the System to fail to meet the Functional, Performance, and Reliability Specifications and Requirements or to otherwise become ineffective, Consultant will refund OC San all fees paid to Consultant under this Agreement.

8. Term

8.1 The term of this Agreement shall be for two hundred fifty (250) calendar days from the effective date of the Notice to Proceed.

8.1.1 Effect on Project Schedule. The time periods and requirements set forth in in Exhibit "A" will not excuse Consultant from complying with the completion dates set forth in the Project schedule. Unless otherwise specified, the completion dates set forth in the Project schedule constitute the dates by which Consultant must complete the testing required by this Agreement and achieve final system acceptance of the system installed.

8.1.2 Deadline for Final System Acceptance. The system must be fully operational and in full productive use and final system acceptance must occur no later than duration established in Exhibit "A".

8.2 Extensions. The term of this Agreement may be extended only by an amendment signed by both Parties.

9. Compensation.

9.1 As compensation for the Services provided under this Agreement, OC San shall pay Consultant a total amount not to exceed _____ Dollars (\$_____.00).

9.2 Consultant shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

10. Payments and Invoicing.

10.1 OC San shall pay itemized invoices for Milestones completed in accordance with Exhibit "A" and consistent with Exhibit "B" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee.

10.2 OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.

10.3 Consultant shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line include "INVOICE" and the Purchase Order Number.

11. California Department of Industrial Relations Registration and Record of Wages.

11.1 To the extent Consultant's employees and/or its subconsultants perform work related to this Agreement for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Agreement. It is Consultant's responsibility to interpret and implement any prevailing wage requirements and Consultant agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

11.2 Consultant and its subconsultants shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).

11.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.

11.4 Consultant and its subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Consultant shall post a copy of the prevailing rate of per diem wages at the job site.

11.5 Consultant and its subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Consultant and its subconsultants shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Consultant and its subconsultants shall furnish a copy of all certified payroll records to

OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.

- 11.5.1 As a condition to receiving payments, Consultant agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Agreement.
- 11.6 The Consultant and its subconsultants shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Consultant and any of its subconsultants shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
- 11.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or its subconsultant.
- 11.7 Consultant and its subconsultants shall comply with Labor Code sections 1810 through 1815. Consultant and its subconsultants shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Consultant shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 11.8 Consultant and its subconsultants shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Consultant or any subconsultant.
- 11.9 Consultant shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subconsultant: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 11.10 Pursuant to Labor Code sections 1860 and 3700, the Consultant and its subconsultants will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Consultant, by accepting this Agreement, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Consultant shall ensure that all its contracts with its subconsultants provide the provision above.

12. **Key Personnel.** Personnel, as provided in Exhibit “B,” are considered “key” to the work under this Agreement and will be available for the term of the Agreement. No person designated as key under this Agreement shall be removed or replaced without prior written consent of OC San. If OC San asks Consultant to remove a person designated as key under this Agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of reason, for OC San’s request. Consultant shall assign only competent personnel to perform Services under this Agreement.
13. **Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, and agents in the performance of this Agreement shall be the property of OC San and shall be promptly delivered to OC San upon request of OC San’s Project Manager or designee or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by OC San of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at OC San’s sole risk and without liability to Consultant. Consultant shall ensure that all its contracts with its subconsultants provide for assignment to OC San of any documents or materials prepared by them.
14. **Ownership of Intellectual Property.**
 - 14.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Agreement and arising from the Services (hereinafter referred to as “New Developments”) shall be and are assigned to OC San as its sole and exclusive property.
 - 14.2 Consultant agrees to promptly disclose to OC San all such New Developments. Upon OC San’s request, Consultant agrees to assist OC San, at OC San’s expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which OC San shall deem necessary to apply for and to assign or convey to OC San, its successors and assigns, the sole and exclusive right, title, and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof regarding New Developments and confidential information.
 - 14.3 Consultant warrants that Consultant will have good title to any New Developments and the right to assign New Developments to OC San free of any proprietary rights of any other party or any other encumbrance whatever.

- 14.4 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by Consultant or its subconsultants in connection with the Services hereunder shall be delivered to and shall become the exclusive property of OC San. OC San may utilize such documents, at its own risk, for OC San's applications on other projects or extensions of this project.
- 15. Right to Review Services, Facilities, and Records.**
- 15.1 OC San reserves the right to review any portion of the Services performed by Consultant under this Agreement and Consultant agrees to cooperate to the fullest extent possible in such endeavor.
- 15.2 Consultant shall furnish to OC San such reports, statistical data, and other information pertaining to Consultant's Services as shall be reasonably required by OC San to carry out its rights and responsibilities under its agreements with its bondholders or noteholders and any other agreement relating to the development of the project(s) and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bonds and other obligations.
- 15.3 The right of OC San to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Consultant shall not relieve Consultant of any obligation set forth herein.
- 16. Conflict of Interest and Reporting.**
- 16.1 Consultant shall, at all times, avoid conflicts of interest or appearance of conflicts of interest in performance of this Agreement.
- 16.2 Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between Consultant's families, business, or financial interest and the Services under this Agreement and in the event of change in either its private interests or Services under this Agreement, it shall raise with OC San any question regarding possible conflict of interest which may arise as a result of such change.
- 17. Changes in Control of Consultant.** In the event of a change in Control of Consultant, OC San shall have the option of terminating this Agreement by written notice to Consultant. Consultant shall notify OC San within ten (10) days of the occurrence of a change in Control. As used in this section, "Control" is defined as the possession, direct or indirect, of either:
- 17.1 The ownership or ability to direct the voting of fifty-one percent (51%) or more of the equity interests, value, or voting power in Consultant; or
- 17.2 The power to direct or cause the direction of the management and policies of Consultant, whether through ownership of voting securities, by contract, or otherwise.
- 18. Damage to OC San's Property.** Any of OC San's property damaged by Consultant, any subconsultant, subcontractor, or by the personnel of either will be subject to repair or replacement by Consultant at no cost to OC San.
- 19. Freight (F.O.B. Destination).** Consultant assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Agreement.

20. **Audit Rights.** Consultant agrees that, during the term of this Agreement and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.
21. **Contractor Safety Standards and Human Resources Policies.** OC San requires Consultant, its subconsultants, and its subcontractors to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OC San locations. If, during the course of the Agreement, it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, the Consultant is required to follow the most stringent regulatory requirement at no additional cost to OC San. Consultant, its subconsultants, and all of their employees shall adhere to all applicable Contractor Safety Standards in Exhibit "D" and the Human Resources Policies in Exhibit "E." While on OC San premises, Consultant, its subcontractors, and all of their employees shall comply with all applicable OC San's work rules and policies, including OC San's security procedures.
22. **Insurance.** Consultant and all its subconsultants shall purchase and maintain, throughout the term of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. Consultant shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OC San, nor shall Consultant allow any subconsultant to commence service pursuant to a subcontract until all insurance required of the subconsultant has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Agreement.
23. **Indemnification and Hold Harmless Provision.** Consultant shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Consultant's Services under this Agreement, or by its subconsultant(s), or by anyone directly or indirectly employed by Consultant, and whether such damage or injury shall accrue or be discovered before or after the termination of the Agreement. Except as to the sole active negligence of or willful misconduct of OC San, Consultant shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Consultant's performance under the Agreement, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Agreement, and/or (c) on account of any goods and services provided under this Agreement. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Consultant or anyone employed by or working under Consultant. To the maximum extent permitted by law, Consultant's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Consultant agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Agreement.

24. Independent Contractor.

- 24.1 The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.
- 24.2 During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. OC San assumes no liability for Consultant's action and performance nor assumes responsibility for taxes, funds, payments, or other commitments, expressed or implied, by or for Consultant.
- 24.3 Consultant shall not be considered an agent of OC San for any purpose whatsoever nor shall Consultant have the right to, and shall not, commit OC San to any agreement, contract, or undertaking. Consultant shall not refer to the existence of this Agreement or use OC San's name in its promotional material or for any advertising or publicity purposes without OC San's prior expressed written consent.
- 24.4 Consultant shall not be entitled to any benefits accorded to those individuals listed on OC San's payroll as regular employees including, without limitation, worker's compensation, disability insurance, vacation, or holiday or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's compensation, and other insurance as well as licenses and permits usual or necessary for conducting the Services hereunder.
- 24.5 Consultant shall be obligated to pay any and all applicable Federal, State, and local payroll and other taxes incurred as a result of fees hereunder. Consultant hereby indemnifies OC San for any claims, losses, costs, fees, liabilities, damages, or penalties suffered by OC San arising out of Consultant's breach of this provision.
- 24.6 Consultant shall not be eligible to join or participate in any benefit plans offered to those individuals listed on OC San's payroll as regular employees. Consultant shall remain ineligible for such benefits or participation in such benefit plans even if a court later decides that OC San misclassified Consultant for tax purposes.

- 25. Subcontracting and Assignment.** Consultant shall not delegate any duties nor assign any rights under this Agreement without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.

26. No Solicitation of Employees.

- 26.1 Consultant agrees that it shall not, during the term of this Agreement and for a period of one (1) year immediately following expiration or termination of this Agreement or any extension hereof, call on, solicit, or take away any of the employees whom Consultant became aware of as a result of Consultant's Services to OC San.
- 26.2 Consultant acknowledges that OC San's employees are critical to its business and OC San expends significant resources to hire, employ, and train employees. Should Consultant employ or otherwise engage OC San's employees during the term of this Agreement and for a period of one (1) year following expiration or termination of this Agreement, Consultant shall pay OC San fifty percent (50%) of the former employee's most recent annual salary earned at OC San to accurately reflect the reasonable value of OC San's time and costs. This payment is in addition to any other rights and remedies OC San may have at law.

27. Confidentiality and Non-Disclosure.

27.1 Consultant acknowledges that, in performing the Services hereunder, OC San may have to disclose to Consultant, orally and in writing, certain confidential information that OC San considers proprietary and has developed at great expense and effort.

27.2 Consultant agrees to maintain in confidence and not disclose to any person, firm, or corporation, without OC San's prior written consent, any trade secret, confidential information, knowledge, or data relating to the products, process, or operation of OC San.

27.3 Consultant further agrees to maintain in confidence and not to disclose to any person, firm, or corporation any data, information, technology, or material developed or obtained by Consultant during the term of this Agreement.

27.4 Consultant agrees as follows:

27.4.1 To use the confidential information only for the purposes described herein; to not reproduce the confidential information; to hold in confidence and protect the confidential information from dissemination to and use by anyone not a party to this Agreement; and to not use the confidential information to benefit itself or others.

27.4.2 To restrict access to the confidential information to its subconsultant or personnel of Consultant who (1) have a need to have such access and (2) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.

27.4.3 To return all confidential information in Consultant's possession upon termination of this Agreement or upon OC San's request, whichever occurs first.

27.4.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.

27.4.5 The provisions of this section shall survive termination or expiration of this Agreement and shall continue for so long as the material remains confidential.

28. Non-Liability of OC San Officers and Employees. No officer or employee of OC San shall be personally liable to Consultant, or any successor-in-interest, in the event of any default or breach by OC San or for any amount which may become due to Consultant or to its successor, or for breach of any obligation under the terms of this Agreement.

29. Third-Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Consultant.

30. Applicable Laws and Regulations. Consultant shall comply with all applicable Federal, State, and local laws, rules, and regulations. Consultant also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Consultant's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically included or referenced.

- 31. Licenses, Permits, Ordinances, and Regulations.** Consultant represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Agreement will be paid by Consultant.
- 32. Regulatory Requirements.** Consultant shall perform all work under this Agreement in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
- 33. Environmental Compliance.** Consultant shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Consultant, its subconsultants, subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
- 34. Dispute Resolution.**
- 34.1 In the event of a dispute as to the construction or interpretation of this Agreement, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 34.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.
- 35. Remedies.** In addition to other remedies available in law or equity, if the Consultant fails to make delivery of the goods or Services or repudiates its obligations under this Agreement, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (a) cancel the Agreement; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute goods or services for those due from Consultant. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Consultant as damages the difference between the cost of the substitute goods or services and the Agreement price, together with any incidental or consequential damages.
- 36. Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work

affected by a force majeure condition may be rescheduled by mutual consent of the Parties.

37. Termination.

37.1 OC San reserves the right to terminate this Agreement for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Consultant shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Consultant for work performed (cost and fee) through the date of termination. Consultant expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Agreement. Such notice of termination shall terminate this Agreement and release OC San from any further fee, cost, or claim hereunder by Consultant other than for work performed through the date of termination.

37.2 OC San reserves the right to terminate this Agreement immediately upon OC San's determination that Consultant is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Agreement.

37.3 OC San may also immediately terminate this Agreement for default, in whole or in part, by written notice to Consultant:

- if Consultant becomes insolvent or files a petition under the Bankruptcy Act; or
- if Consultant sells its business; or
- if Consultant breaches any of the terms of this Agreement; or
- if the total amount of compensation exceeds the amount authorized under this Agreement.

37.4 All OC San's property in the possession or control of Consultant shall be returned by Consultant to OC San on demand or at the expiration or termination of this Agreement, whichever occurs first.

37.5 Consultant shall deliver to OC San all work product currently in existence and for which payment has been made.

38. Attorney's Fees. If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

39. Waiver. The waiver by either party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Agreement or default thereunder. Any breach by Consultant to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

40. Severability. If any section, subsection, or provision of this Agreement, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Agreement or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.

41. **Survival.** The provisions of this Agreement dealing with payment, confidentiality and non-disclosure, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Agreement.
42. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Agreement or the performance thereof.

43. **Notices.**

43.1 All notices under this Agreement must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: Jeremey Arbiso
 Senior Buyer
 Orange County Sanitation District
 18480 Bandilier Circle
 Fountain Valley, CA 92708
 jarbiso@ocsan.gov

Consultant: _____ [Contact Name]
 _____ [Contact Title]
 _____ [Company Name]
 _____ [Street Address]
 _____ [City, State, Zip Code]
 _____ [Email Address]

43.2 Each party shall provide the other party written notice of any change in address as soon as practicable.

44. **Read and Understood.** By signing this Agreement, Consultant represents that it has read and understood the terms and conditions of the Agreement.
45. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties and their respective successors and assigns.
46. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.
47. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____

Ryan P. Gallagher
Chair, Board of Directors

Dated: _____

By: _____

Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____

Kevin Work
Contracts & Purchasing Manager

[CONSULTANT]

Dated: _____

By: _____

Print Name and Title of Officer

LL

EXHIBIT A
SCOPE OF WORK
Upgrade Maximo to Maximo Application Suite
Specification NO. CS-2024-623BD

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, OC San has safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day OC San treats approximately 185 million gallons of wastewater. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

A professional staff of more than 600 employees manages the day-to-day activities of OC San. OC San's facilities include 587 miles of sewer pipes, located throughout the county, and two treatment plants – one in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict Federal, State, and local standards.

1 PURPOSE

OC San is seeking a qualified Consultant to upgrade their existing on-premises Maximo 7.6.1.3 environment to an on-premises Maximo Application Suite (MAS8) environment.

2 SUMMARY OF DESCRIPTION OF GOODS/SERVICES TO BE PROVIDED

The services provided by the Consultant includes but is not limited to project management, implementation, installation, configuration, integration, testing, training, and documentation. The list of upgrade tasks includes but is not limited to the following:

- Consultant shall conduct meetings to gather existing Maximo system configuration and provide hardware and software requirements that meet or exceed the existing system functionality and performance.
- OC San will be responsible for the purchase of hardware and software based on the requirements provided by the Consultant.
- Consultant shall implement the upgrade in OC San's existing VMWare / vSphere environment.
- Consultant shall upgrade all four (4) existing Maximo environments (Vanilla, Development, Training, and Production).
- Consultant shall be responsible for installing the Redhat Openshift Cluster environment, Maximo Application Suite, Maximo Manage application, and all associated integration and network components.
- Consultant shall utilize Microsoft SQL Server as the data repository for Maximo Manage Application. SQL Server licensing will be purchased by OC San

- Consultant shall upgrade the existing Maximo 7.6.1.3 SQL server database for each environment for use with Maximo Application Suite
- Consultant shall upgrade existing Transportation module
- Consultant shall upgrade existing Total Resource Management (TRM) Rules Manager software.
- Consultant shall upgrade existing TRM's LOTO module.
- Consultant shall upgrade existing EZMaxMobile software.
- Consultant shall upgrade all existing integrations. The integrations include but is not limited to the following:
 - o Purchase order, Work order, Inventory, and Person integration with existing Oracle JD Edwards enterprise one
 - o Asset Meter reading integration with Supervisory Control and Data Acquisition (SCADA) historian
 - o Work order and Labor integration with Workforce timecard software
 - o Labor availability integration with Office365 Outlook calendar and Workforce timecard software
 - o Manhole and Sewer Line asset integration with ESRI's Geographical Information System
- Consultant shall provide training based on modified functionality and user interface to end users and administrators based on roles.
- Consultant shall facilitate User Acceptance Testing, Knowledge transfer, and GO-Live procedures.

3 PROJECT MANAGEMENT SERVICES REQUIRED

- 3.1 Consultant shall provide project management Services for the duration of the Agreement and is responsible to attend all scheduled project meetings, develop and submit weekly progress reports as outlined by the OC San Project Manager, and serve as the single point of contact for project communications.
- 3.2 Consultant shall maintain a weekly updated project schedule (including: project milestones, estimated level of effort, and proposed resource requirements) in a format approved by the OC San Project Manager and include this item in status reports to the OC San Project Manager or as otherwise directed by the OC San Project Manager. Consultant will follow the processes/guidelines of the Project Management Body of Knowledge (PMBOK) published by the Project Management Institute.
- 3.3 Project Management services include but are not limited to the following: Assign a project manager dedicated directly to this project. A Project Management Professional (PMP) certification is preferred. Identify and provide a senior level associate familiar with the Scope of Work, to be available to OC San during the duration of the Agreement to resolve project team or implementation issues that cannot be resolved at the project manager's level of authority.
 - 3.3.3 Identify and provide all "key" project members; "key" project members will not be changed during the duration of the Agreement without written approval by the OC San Project Manager.

- 3.3.4 Provide a formal Project Charter to be jointly developed by the Consultant and OC San project team. OC San will have the final approval on the Project Charter.
- 3.3.5 Prepare and submit a project communications plan to the OC San Project Manager for approval, in a format consistent with PMBOK.
- 3.3.6 Prepare and submit a change management plan to the OC San Project Manager for approval, in a format consistent with PMBOK.
- 3.3.7 Prepare and submit a project schedule and work breakdown structure for the project and each project element to the OC San Project Manager for approval, in a format consistent with PMBOK.
- 3.3.8 Prepare and submit weekly status reports to the OC San Project Manager for approval, in a format consistent with PMBOK.
- 3.3.9 Prepare and submit a quality assurance plan to the OC San Project Manager for approval, in a format consistent with PMBOK.
- 3.3.10 Project Kickoff Meeting – Consultant shall conduct a project kick-off meeting with OC San Project Manager and staff to introduce key members of the Consultants team within fourteen (14) calendar days of the effective date of the Notice to Proceed (NTP). The discussion topics will be established by the OC San Project Manager and may include, but not be limited to: OC San’s responsibilities, Consultant’s responsibilities, project schedule, communication plan, and project methodology for successful implementation.
- 3.3.11 Progress Meetings – The Consultant shall meet with OC San as required throughout the duration of the Agreement. Weekly project management meetings with the Consultant will be required. These meetings will be conducted via conference call, Microsoft Teams, or WebEx.
- 3.3.12 OC San Coordination - OC San will coordinate with Consultant during all phases of the project. Coordination will include but not be limited to the following:
 - 3.3.12.1.1 Assistance from OC San staff or subject matter experts as needed to develop, test, and implement the software.
 - 3.3.12.1.2 Other assistance as requested by Consultant and approved by the OC San Project Manager to support the project efforts.
 - 3.3.12.1.3 Access to OC San resources must be planned to ensure OC San staff are able to accomplish their primary task assignments within the organization. Consultant shall coordinate resource requests with the OC San Project Manager at a minimum of two (2) weeks in advance of the actual need. Resources are identified but not limited to: OC San staff, OC San computer or network systems, OC San hardware not related to Information Technology systems.
 - 3.3.12.1.4 On-going coordination with OC San resources are to be managed by the OC San Project Manager.

4. PROJECT SCOPE AND DELIVERABLES

- 4.1 **MILESTONE 1 – Detail Requirements and Design** – Consultant shall conduct detailed requirements analysis to clarify Consultants understanding of OC San’s current implementation, configuration, and integration of each existing environments (Vanilla, Development, Training, and Production) within forty-two (42) calendar days from NTP. This includes interviews and meetings to review, discuss and document implementation, configuration, and integration requirements, networking, infrastructure, and security requirements, and the impact to existing business practices and the business process

currently in effect at OC San. Consultant will conduct meetings with applicable OC San staff and management, discuss and review the results of the interview process and provide documentation specifying the hardware, software, network, and security requirements for each environment. Consultant will include in this process a detailed networking diagram for each environment and how each environment will be implemented within the existing VMWare / vSphere environment. All final specifications, business processes, workflow, and diagrams documented for planned use in the project shall be prepared in written form including applicable flow charts and subject to the OC San Project Manager's approval prior to completion of the project.

Payment for Milestone No. 1 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 1 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 1 will include the following:

Milestone 1 Deliverables:

- Hardware and Software specifications for each environment
- Network, infrastructure, security, and storage diagrams and specifications for each environment

4.2 MILESTONE 2 - System Implementation, Configuration, and Integration of Vanilla environment – Consultant shall work with OC San's Project Manager, staff, and its consultant(s) to implement the upgrade of the Vanilla environment within ninety (90) calendar days from NTP. The upgrade shall include, but not be limited to the following:

- 4.2.1 Install and configure Redhat Openshift Cluster and all associated components including network connectivity and storage connectivity within existing VMWare / vSphere environment
- 4.2.2 Install latest version of Maximo Application Suite and associated components that would be equivalent to the functionality of existing Maximo components in the Vanilla environment. Some of the existing components are Base Maximo, Maximo Spatial, Maximo Transportation, and Maximo Scheduler.
- 4.2.3 Upgrade, configure, and deploy existing Maximo database for use with Maximo Application suite
- 4.2.4 Test and verify upgraded installation.

Payment for Milestone No. 2 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 2 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 2 will include the following:

Milestone 2 Deliverables:

- A fully installed, configured, and functional Maximo Application Suite vanilla environment that matches or exceeds the existing Maximo Vanilla environment.

4.3 MILESTONE 3 - System Implementation, Configuration, and Integration of Development environment – Consultant shall work with OC San Project Manager, staff, and its consultant(s) to implement the upgrade of the Development environment within one hundred twenty (120) calendar days from NTP. The upgrade shall include, but not be limited to the following:

- 4.3.1 Install and configure Redhat Openshift Cluster and all associated components including network connectivity and storage connectivity within existing VMWare / vSphere environment

- 4.3.2 Install latest version of Maximo Application Suite and associated components that would be equivalent to the functionality of existing Maximo components in the Development environment. Some of the existing components are Base Maximo, Maximo Spatial, Maximo Transportation, and Maximo Scheduler
- 4.3.3 Upgrade, configure, and deploy existing Maximo database for use with Maximo Application suite
- 4.3.4 Upgrade, configure, and deploy TRM Rules Manager to work with Maximo Application Suite
- 4.3.5 Upgrade, configure, and deploy mobile application EZMaxMobile to work with Maximo Application Suite
- 4.3.6 Upgrade, configure, and deploy all existing integrations to work with Maximo Application Suite
- 4.3.7 Test and verify upgraded installation.

Payment for Milestone No. 3 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 3 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 3 will include the following:

Milestone 3 Deliverables:

- A fully installed, configured, and functional Maximo Application Suite Development environment that matches or exceeds the performance and functionality of the existing Maximo Development environment.

4.4 MILESTONE 4 - System Implementation, Configuration, and Integration of Training environment

– Consultant shall work with OC San Project Manager, staff, and its consultant(s) to implement the upgrade of the Training environment within one hundred fifty (150) calendar days from NTP. The upgrade shall include, but not be limited to the following:

- 4.4.1 Install and configure Redhat Openshift Cluster and all associated components including network connectivity and storage connectivity within existing VMWare / vSphere environment
- 4.4.2 Install latest version of Maximo Application Suite and associated components that would be equivalent to the functionality of existing Maximo components in the Training environment. Some of the existing components are Base Maximo, Maximo Spatial, Maximo Transportation, and Maximo Scheduler.
- 4.4.3 Upgrade, configure, and deploy existing Maximo database for use with Maximo Application suite
- 4.4.4 Upgrade, configure, and deploy TRM Rules Manager to work with Maximo Application Suite
- 4.4.5 Upgrade, configure, and deploy mobile application EZMaxMobile to work with Maximo Application Suite
- 4.4.6 Upgrade, configure, and deploy all existing integrations to work with Maximo Application Suite
- 4.4.7 Implement single sign-on with Security Assertion Markup Language (SAML) for the upgraded Maximo Application Suite
- 4.4.8 Test and verify upgraded installation.

Payment for Milestone No. 4 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 4 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 4 will include the following:

Milestone 4 Deliverables:

- A fully installed, configured, and functional Maximo Application Suite Training environment that matches or exceeds the performance and functionality of the existing Maximo Training environment.

4.5 MILESTONE 5 - System Implementation, Configuration, and Integration of Production environment – Consultant shall work with OC San Project Manager, staff, and its consultant(s) to implement the upgrade of the Production environment within one hundred eighty (180) calendar days from NTP. The upgrade shall include, but not be limited to the following:

- 4.5.1 Install and configure Redhat Openshift Cluster and all associated components including network connectivity and storage connectivity within existing VMWare / vSphere environment
- 4.5.2 Install latest version of Maximo Application Suite and associated components that would be equivalent to the functionality of existing Maximo components in the Production environment. Some of the existing components are Base Maximo, Maximo Spatial, Maximo Transportation, and Maximo Scheduler.
- 4.5.3 Upgrade, configure, and deploy existing Maximo database for use with Maximo Application suite
- 4.5.4 Upgrade, configure, and deploy TRM Rules Manager to work with Maximo Application Suite
- 4.5.5 Upgrade, configure, and deploy mobile application EZMaxMobile to work with Maximo Application Suite
- 4.5.6 Upgrade, configure, and deploy all existing integrations to work with Maximo Application Suite
- 4.5.7 Implement single sign-on with SAML for the upgraded Maximo Application Suite
- 4.5.8 Test and verify upgraded installation.

Payment for Milestone No. 5 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 5 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 5 will include the following:

Milestone 5 Deliverables:

- A fully installed, configured, and functional Maximo Application Suite Production environment that matches or exceeds the performance and functionality of the existing Maximo Production environment.

4.6 MILESTONE 6 – Training – Consultant shall update existing training material with updated user interface screens and functionality within two hundred (200) calendar days from NTP. All training material shall be reviewed and approved by the OC San Project Manager prior to the start of the training class. Training shall be role-based and

conducted on OC San's Microsoft Teams environment using OC San training environment with OC San specific data. Consultant will develop all role base training and reference materials for OC San staff for review and approval prior to training session. The training sessions shall be scheduled to accommodate both day shift and night shift OC San staff. The Consultant will develop and conduct training based on, but not limited to, the following roles:

- 4.6.1 Self Service (Service Request, Warehouse Request, and Vehicle Request) - 635 users
- 4.6.2 Maintenance Staff – 200 users
- 4.6.3 Maintenance Lead and Supervisors – 70 users
- 4.6.4 Operations Staff – 70 users
- 4.6.5 Operations Lead and Supervisor – 20 users
- 4.6.6 Planning, Scheduling, and PM Optimization Staff – 30 users
- 4.6.7 Fleet Staff – 10 users
- 4.6.8 Fleet Lead and Supervisor – 5 users
- 4.6.9 Warehouse Staff – 10 users
- 4.6.10 Warehouse Lead and Supervisor – 5 users
- 4.6.11 System Administration - 5 users

Payment for Milestone No. 6 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 6 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 6 will include the following:

Milestone 6 Deliverables:

- Role-based training manuals
- Role-based training for OC San staff

4.7 MILESTONE 7 - Knowledge Transfer – Consultant shall work with OC San Project Manager and staff to transfer knowledge within two hundred and fifteen (215) calendar days from NTP. Consultant shall conduct periodic knowledge transfer sessions. These sessions will be performed with the OC San Project Manager and assigned IT personnel.

- 4.7.1 The scope of these sessions will include, but not be limited to:
 - 4.7.1.1 Review of all existing documentation
 - 4.7.1.2 Actual hands-on installation and setup of the software and tools being used for the project.
 - 4.7.1.3 Setup of the data and database connections to the software and tools, a demonstration of how the software and tools work and how to maintain and upgrade the data.
 - 4.7.1.4 Consultant shall also provide a hands-on review of the installation of any custom applications, tools and steps relating to the installation or setup.

Payment for Milestone No. 7 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 7 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 7 will include the following:

Milestone 7 Deliverable:

- Scheduled knowledge transfer session throughout the duration of the Agreement.

4.8 MILESTONE 8 - Testing, Go-live, and Support – Consultant shall develop a comprehensive formal testing process approved by the OC San Project Manager within two hundred and forty (240) calendar days from NTP. Consultant shall develop a test plan for each component/module or system function establishing roles/responsibilities of team members for each test plan. Consultant shall develop and load test data into a test system and facilitate the completion of each test plan.

- 4.8.1 Testing shall be coordinated with efforts between the OC San Project Manager, OC San Technical Lead, and OC San staff.
- 4.8.2 All testing procedures shall be developed and documented by Consultant and submitted to OC San for review and approval no less than two (2) weeks before testing begins. Testing scenarios shall reflect real-world processes and situations encountered by OC San employees.
- 4.8.3 Prior to moving the software into a production environment, Consultant shall remedy all known defects and install and test the most current, commercially available fix pack(s) from IBM and remedy all problems and deficiencies that may surface during that process.
- 4.8.4 All tests shall be performed on-site at OC San on standard computers and servers with OC San standard software and hardware.
- 4.8.5 Tests shall not be considered complete until the OC San Project Manager and assigned IT personnel are satisfied that the software and data performed properly and is compliant with OC San standards in accordance with the Scope of Work. All training shall be completed prior to Go-live.
- 4.8.6 Upon successful completion of testing and written certification by Consultant that the software is complete in all respects, and all known defects have been remedied by Consultant, the software will be prepared for live operations.
- 4.8.7 Consultant shall provide dedicated remote support during Go-live for not less than fifteen (15) business days. If the module is deemed not functioning, then the response time will be four (4) hours next business day. If defects surface during that period, OC San reserves the right to require Consultant to remain on site until the software is stable and material defects have been remedied.

Payment for Milestone No. 8 shall be twenty percent (20%) of the not to exceed amount of the Agreement. Payment for Milestone No. 8 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 8 will include the following:

Milestone 8 Deliverables:

- Test plan
- User acceptance test
- System test
- Go-live
- Go-live support

4.9 MILESTONE 9 - Project Documentation – All project-related documentation shall be updated and provided to OC San prior to training within two hundred fifty (250) calendar days from NTP.

- 4.9.1 Project Documentation shall include, but not be limited to: hardware configuration, software configuration, security setup and administration, training manuals, collected data, installation procedures, and testing procedures.
- 4.9.2 All documentation shall be delivered in the form of electronic files. All Project Documentation deliverables shall be in their original format (e.g., Word or Excel). The final documentation deliverable shall consist of a complete set of electronic user manuals and electronic system administration manuals exclusive of IBM-MAXIMO user/system manuals procured by OC San.

Payment for Milestone No. 9 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 9 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 9 will include the following:

Milestone 9 Deliverables:

- Software/Application configuration.
- Software/Application security setup.
- Software/Application workflow documentation.
- Software/Application test plans and test plan results.
- Finalized version of workflow diagrams & flowcharts
- Finalized version of standard operating procedures
- Finalized version of training manuals
- All other documentation generated by other project tasks (e.g., status reports, logs, and training materials)

5. SCHEDULE

Consultant shall adhere to the following deadlines in creating its schedule and work breakdown structure for accomplishing the SOW. Consultant shall coordinate all meetings and presentations with the assigned OC San Project Manager. All meetings and presentations will be held at OC San's Plant 1 facility located in the City of Fountain Valley.

ACTIVITY	DEADLINE	MILESTONE	REFERENCE SECTION
Notice to Proceed (NTP)	NTP = Effective Date		
Kick-Off Meeting	NTP + 14 Calendar Days		
Detail Requirements and Design	NTP + 42 Calendar Days	Milestone 1	4.1
System Implementation, Configuration, and Integration of Vanilla environment	NTP + 90 Calendar Days	Milestone 2	4.2
System Implementation, Configuration, and Integration of Development environment	NTP + 120 Calendar Days	Milestone 3	4.3
System Implementation, Configuration, and Integration of Training environment	NTP + 150 Calendar Days	Milestone 4	4.4
System Implementation, Configuration, and Integration of Production environment	NTP + 180 Calendar Days	Milestone 5	4.5
Training	NTP + 200 Calendar Days	Milestone 6	4.6
Knowledge Transfer	NTP + 215 Calendar Days	Milestone 7	4.7
Testing, Go-live, and Support	NTP + 240 Calendar Days	Milestone 8	4.8
Project Documentation	NTP + 250 Calendar Days	Milestone 9	4.9