



CITY OF WEST HOLLYWOOD
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS
FOR

PROFESSIONAL SERVICES
for
APPRAISAL AND ACQUISITION OF THE
CITYWIDE STREET LIGHT SYSTEM
(In the City of West Hollywood)

Deadline: Tuesday, December 3, 2013, at 2:00 pm

INVITATION FOR PROPOSALS

The City of West Hollywood invites the submittal of proposals from qualified professional firms to provide professional services related to the appraisal and acquisition of the Southern California Edison (SCE) owned citywide municipal street light system.

FOR ADDITIONAL INFORMATION

No questions regarding this RFP will be answered over the phone. All inquiries shall be submitted in writing via fax at (323) 848-6564 Attn: Matthew Magener, and shall provide an email address where an email with the link to the responses on the City website can be sent when the answers are posted.

Deadline for all written questions is Wednesday, November 20, 2013, at 12:00 pm. After this deadline questions will not be answered. Answers to the questions for this RFP will be posted on the City's website www.weho.org/notices in the RFP/RFQ/Bid Notices section.

Anyone submitting a proposal or is on a proposal team shall not contact any City employee or City Council members regarding this RFP unless in the manner described above. From the time the City has released this RFP and throughout the evaluation period; any email, telephone, text message, social media, face to face contact and/or non-fax communication, where there has been discussion of this RFP, may be the basis for a submittal being disqualified from consideration.

BACKGROUND

Southern California Edison (SCE) recently altered their long-standing corporate policy to be willing to amicably sell SCE owned street lights (LS-1 tariff) to local governments under Section 851 of the Public Utilities Code on a replacement cost new less depreciation (RCNLD) basis including an allowance for the developer's original capital contribution.

The City of West Hollywood is considering taking advantage of the significantly reduced costs for street light maintenance resulting from the acquisition of SCE-owned street lights, and the resulting change from the LS-1 tariff to the LS-2 tariff. The intention of this project is to realize immediate and long-term savings of the retrofit.

The City expects to maintain ownership of the City's existing traffic signals and highway safety lighting, and intends to acquire and have direct ownership of the SCE-owned municipal street lighting system within the City of West Hollywood. The City's objectives are to implement energy usage improvements that will benefit the City's budget, and to maintain prudent and sufficient reserves for replacement of the existing street lighting infrastructure while gaining additional control over monitoring street light maintenance to ensure street lights are adequately maintained and provide continuous night-time lighting to the City's residents.

According to SCE records, as of September 2013, the City of West Hollywood has 2,341 LS-1 (SCE owned) High Pressure Sodium Vapor (HPSV) lights. A copy of a recent SCE electricity bill is provided as Attachment A to this RFP.

SCOPE

The City of West Hollywood desires to receive proposals from firms that have recent experience performing street light energy savings analysis and assisting jurisdictions in acquisition of street lighting systems. The consultant team shall be adequately staffed to meet the scope of work. The City is seeking a qualified professional firm to perform an Energy Savings Performance Analysis consisting of two (2) phases: 1) Initial evaluation and assessment of existing SCE owned municipal street lights; and 2) Completion of SCE formal appraisal and acquisition approval by the Public Utilities Commission (PUC). Upon completion of this project, the City of West Hollywood will implement a separate project to convert all of the street light fixtures from HPSV to Energy Efficient technology, such as Light Emitting Diode (LED).

Phase 1: Initial Valuation and Street Light Assessment

In accordance with the selected firm's initial proposal in response to this RFP, the City and the selected firm shall evaluate and determine a "Project Objective". The Project Objective will be defined as the initial annual savings to the City resulting from the acquisition and HPSV-to-LED retrofit of the SCE-owned municipal street lights. The initial annual savings will be calculated as the total annual reduction in the billed cost of street light service from SCE less any debt service

associated with the acquisition of the municipal street lights from SCE, and the HPSV-to-LED retrofit.

In this phase, the selected firm will coordinate all efforts associated with completion of the initial valuation by SCE of approximately 200 (or more) of the SCE-owned municipal street lights within the City of West Hollywood. The selected firm shall closely coordinate the representative selection of street lights to be identified in the initial valuation completed by SCE to establish the ceiling for the fair market value of the street light system. The City will expect the selected firm to act in the City's best interest and to ensure that a valid representative sampling of street lights is identified, and to correlate all records used by SCE in establishing its maximum-not-to-exceed valuation.

At a minimum, the selected firm shall:

- Develop a representative sample of 200 street lights to be used by SCE for the initial Replacement Costs New Less Depreciation (RCNLD) study. The representative sample shall fairly and accurately capture the age and condition of the City's street light system.
- Accompany SCE during their survey and study of the street light system to ensure that the agreed upon representative sample is used and that all parties agree on the facts associated with the initial SCE valuation.
- Develop and document an independent initial assessment of RCNLD valuation based on the City's audit data, information provided by SCE, PUC and public records.
- Validate and optimize cut-over costs from the SCE system.
- Identify over-lit areas of the City and recommend street light removals meeting minimum safe night-time lighting standards.
- Coordinate as necessary to ensure a successful acquisition of the street lighting system.

In the event SCE's initial valuation is less than the initial evaluation estimated by the selected firm in its proposal, the City shall proceed with Phase 2. In the event SCE's initial evaluation is more than the initial evaluation estimated by the selected firm in its proposal, the City may make a decision to not proceed with the Project.

Phase 2: Final Valuation and Street Light Acquisition

In this phase, the selected firm will coordinate all efforts associated with completion of the final valuation by SCE of the SCE-owned municipal street lights within the City of West Hollywood. It is assumed the final valuation by SCE will be based on an assessment of approximately 22% (approximately 500) of the entire street light system. The selected firm shall closely coordinate the selection of street lights to be identified in the final valuation completed by SCE to establish the fair market value of the street light system. The City will expect the selected firm to act in the City's best interest and to ensure that a valid sampling of street lights is identified, and to correlate all records used by SCE in establishing its final fair market valuation.

At a minimum, the selected firm shall:

- Perform an independent in-depth audit of the representative 20% sample of the entire street light system used by SCE in its final valuation.
- Validate and optimize cut-over costs from the SCE system.
- Develop a representative sample of types of poles to form the basis of the final RCNLD study that minimizes redundant effort.
- Accompany SCE during their final survey and study of the street light system to ensure that the agreed upon representative sample is used and that all parties agree on the facts associated with the final SCE valuation.
- Prepare a detailed programmatic level report which includes:
 - o A financial analysis including indicative pricing in an economic model that permits mutual analysis of variables such as interest rates, purchase price, LS-1 to LS-2 conversion costs, equipment unit costs, maintenance costs and street light capital reserves management.
 - o Initial first-year annual savings and subsequent year annual savings to be achieved by the Project, on the basis of stated assumptions.
 - o Identification of alternative sources of funding, grants, rebates or incentives available and to be used to offset costs and increase the annual savings identified.
 - o Recommendations on service levels and options available for contract services for long-term City-wide street light maintenance
 - o Options available to the City for sale of carbon credits to be achieved by the Project.
- Assist the City through the Public Utilities Commission (PUC) process for approval of acquisition of the street lights from SCE.

In the event SCE's final valuation is less than the initial evaluation estimated by the selected firm in its proposal, staff will request authorization from the City Council to proceed with procurement of the street lighting system and a subsequent construction project to retrofit the existing HPSV light fixtures to Energy Efficient technology, such as Light Emitting Diode (LED). In the event SCE's final evaluation is more than the initial evaluation estimated by the selected firm in its proposal, the City will not proceed further on this project.

PROPOSAL REQUIREMENTS

All proposals shall include sufficient experience and qualifying information demonstrating the firm's abilities to complete all phases of the Project, including the initial and final SCE valuations, and acquisition of SCE-owned municipal street lights. The City has identified the following as essential knowledge, skills and abilities required for this Project:

- a) Street light valuation, purchase negotiations, legal expertise for acquiring municipal street lights from investor owned utilities.
- b) Experience with electrical service requirements and Applicant Design Standards and expertise in finding technical and policy solutions to convert LS-1 to LS-2A or LS-2B service.
- c) Experience with identifying and securing cost-effective financing, incentives and utility rebates.
- d) Experience with coordinating HPSV-to-Energy Efficient technology (i.e. LED) street light conversion projects
- e) Experience facilitating street light maintenance agreements
- f) Experience assisting cities through the Public Utilities Commission (PUC) process for approval of acquisition of street light systems from a private utility.

FORMAT OF PROPOSALS

In an effort to promote waste reduction and resource conservation, the submittal shall not contain plastic bindings, three ringed binders, plastic pages or laminated pages. Proposals printed on double sided pages are preferred; copies should be printed on recycled and/or tree-free paper. Please avoid superfluous use of paper such as unnecessary attachments, resumes, or documents that were not specifically requested to be included with the proposal.

Proposals shall include the following information:

1. Provide a description of the firm, organization structure, location of principal offices, number of professional personnel and other pertinent information including the names and experience of all staff members who will work on the project team.
2. Provide resumes for the firm's officers who are expected to have oversight and management responsibilities for the Project, if selected.
3. State the overall approach of the proposal, including the objectives, scope of work to be performed and methodologies or techniques to be used.
4. Describe the work activities (tasks) to be performed showing timelines, milestones, or benchmarks for major reports/products.

5. Provide a description of the information and support required of City staff. (Timeline, payment schedule, and deliverables)
6. Provide information on related project experience and client references. A minimum of five (5) references shall be provided, with relevant experience coordinating the acquisition of private utility owned municipal street lights, and the subsequent HPSV-to-LED retrofit project.
7. Provide the name and resume of the principal or project manager in the firm who will serve as Project Manager and have direct and continued responsibility for the project.
8. **List of Subcontracted work.** If any portion(s) of the project will be subcontracted, provide a list of those consultants with following information for each:
 - Company's name
 - Address
 - Phone number
 - Tasks assigned
 - The reason why you are choosing to use this company to do those tasks and your history of working with this company
9. **Changes to the Contract Requirements:** The consultant shall review the contract requirements included at the end of this RFP. Any proposed changes to the boiler plate contract language shall be listed in this section. If you do not have changes include a statement saying as such. Proposed changes will not have any influence on the evaluation of the proposal, but will speed up the process of the selected consultant to sign the contract documents. The proposed changes will be reviewed and approved by the City Attorney's Office prior to signing the contract documents.
10. **Other pertinent information:** Please use the last page to include any additional information you would like to include in your proposal. Rather than attaching a thick company profile book or a booklet of resumes, please filter, edit, and provide the information in a concise manner that will fit on one (1) side of an 8.5" x 11" piece of paper. The content can be anything of your choosing however it must fit on one side of one page.
11. **Project Fee.** In a separate sealed envelope, the proposal shall have a schedule of hourly rates that will be charged for each member of the project team including subconsultants. The proposal shall have a total proposed cost for completing the scope of work based on the estimated number of hours and the hourly rate of each member; and the direct costs you plan to bill to the project. If you would like to explain any of your costs, for any reason, include the explanation with the fee proposal.

SUBMITTAL OF SEALED PROPOSALS

Three (3) copies, plus one (1) unbound copy of the RFP shall be mailed, couriered, or hand delivered to the City of West Hollywood, City Clerk's Office, no later than **Tuesday, December 3, 2013 at 2:00 p.m.** Proposals received after this time and date may be returned. Postmarks will not be accepted as proof of receipt.

City of West Hollywood

Attn: City Clerk's Office

RFP FOR PROFESSIONAL SERVICES FOR

APPRAISAL AND ACQUISITION OF THE

CITYWIDE STREET LIGHT SYSTEM

8300 Santa Monica Blvd.

West Hollywood, CA 90069

No oral, telephoned, faxed, or emailed proposals or modifications of proposals will be considered.

Fee Proposal: The fee proposal shall be submitted for all consultant services included in your proposal. The fees quoted shall be on a fixed hourly fee basis. The fee proposal shall be broken down into categories of work. The stipulated fixed fee will be for all services rendered for the entire duration of that item. **One (1) copy of the fee proposal shall be submitted in a separate sealed envelope clearly marked FEE PROPOSAL.** It is important to keep it separate from the proposal and that the proposal does not indicate of the costs for service.

SELECTION PROCESS

Submitted RFPs shall be evaluated using the following key criteria:

1. 20% - Project manager/team's experience, background, qualifications to complete the scope of work. Examples of completing similar work.
2. 20% - The project manager/team has the right types of experience, background, and qualifications to complete the scope of work and cover all tasks requested.
3. 20% - Construction manager/team's history/experience working on similar street light acquisition.
4. 30% - Reference projects. Projects that demonstrate the ability to complete the job, the quality of work, the experience of the project manager/team.
5. 10% - Other pertinent information provided.

Depending on the number of proposals received, the highest ranking proposals may be asked to come in for an interview. After a consultant is selected, the Engineering Division will initiate a final contract negotiation. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another submitted proposal.

SCHEDULE

Written questions deadline

November 20, 2013, 12:00 p.m.

Proposals Due

December 3, 2013, 2:00 p.m.

Interview of Finalists (depending on # of responses)

Week of December 9, 2013

Contract Award by City Council

January 2014

CONTRACT REQUIREMENTS OF SELECTED CONSULTANT

The selected consultant shall be able to meet the following requirements in order to enter into a contract with the City of West Hollywood: (Language taken directly from the contract that will be signed by the selected consultant)

AGREEMENT FOR SERVICES

(version 8.0 – July 2013)

This Agreement is made on this _____ day of _____ 2013, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on _____, 20__ unless extended in writing in advance by both parties.
 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the

services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. **CONTRACT ADMINISTRATION.**

- 5.1. **The CITY's Representative.** Unless otherwise designated in writing, Sharon Perlstein, City Engineer, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
- 5.2. **Manager-in-Charge.** For the CONTRACTOR, _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material

portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents,

employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach."
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without

the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
 - 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
 - 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
 - 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR: XYZ Corporation
1234 Main Street
Anytown, CA 91001

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 20____.

CONSULTANT: Company Name

Name of Authorized Signer, Title

CITY OF WEST HOLLYWOOD:

Department Director

City Manager

ATTEST:

City Clerk

**Certificate of Exemption from
Workers' Compensation Insurance**

TO: City of West Hollywood

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

ATTACHMENT A



P.O. Box 300
Rosemead, CA
91772-0001
www.sce.com

Your electricity bill

WEST HOLLYWOOD, CITY OF / Page 1 of 12

For billing and service inquiries call 1-800-990-7788,
Mon - Fri 7 a.m. to 7 p.m. and Saturday 8 a.m. to 5 p.m.
For emergency services call 24 hrs a day, 7 days a week

Customer account 2-01-199-2625

8300 SANTA MONICA BLVD
WEST HOLLYWOOD, CA
90069-6216

Date bill prepared: Oct 4 '13

Your account summary

Amount of your last bill	\$65,665.11
Payment we received on Sep 23 '13 - thank you	-\$65,665.11
Balance forward	\$0.00
Your new charges	\$32,494.02
Total amount you owe by Oct 23 '13	\$32,494.02

Summary of your billing detail

Service account	Service address	Billing period	Your rate	New charges
3-001-4789-45	VARIOUS	Sep 1 '13 to Oct 1 '13	LS-2	\$1,480.70
Charges for lamps in service	LOS ANGELES, CA		(Customer owned)	
3-001-4789-46	SANTA MONICA / HOLLOWAY	Sep 1 '13 to Oct 1 '13	LS-2	\$27.14
Charges for lamps in service	/ OLIVE		(Customer owned)	
	LOS ANGELES, CA			
3-008-8191-74	CLMD 760	Sep 1 '13 to Oct 1 '13	LS-1-ALLNITE	\$30,934.50
Charges for lamps in service	LOS ANGELES, CA		(Utility owned)	
3-017-0893-58	LACIENEGA/MELROSE	Sep 1 '13 to Oct 1 '13	LS-2	\$67.97
Charges for lamps in service	LOS ANGELES, CA		(Customer owned)	
3-008-8191-74	CLMD 760	Sep 19 '13 to Oct 1 '13	LS-1-ALLNITE	\$7.07
Charges for lamps added	LOS ANGELES, CA		(Utility owned)	
3-008-8191-74	CLMD 760	Jul 27 '13 to Sep 1 '13	LS-1-ALLNITE	-\$18.67
Credits for lamps removed	LOS ANGELES, CA		(Utility owned)	
3-008-8191-74	CLMD 760	Aug 23 '13 to Sep 1 '13	LS-1-ALLNITE	-\$4.69
Credits for lamps removed	LOS ANGELES, CA		(Utility owned)	
				\$32,494.02

Please return the payment stub below with your payment and make your check payable to Southern California Edison.
If you want to pay in person, call 1-800-747-8908 for locations, or you can pay online at www.sce.com.

(14-574)

Tear here

Tear here



Customer account 2-01-199-2625
Please write this number on your check. Make your
check payable to Southern California Edison.

Amount due by Oct 23 '13	\$32,494.02
Amount enclosed	\$ <input type="text"/>

STMT 10042013 P4 C01 T0021 004226 01 AT 0.3810 C041
WEST HOLLYWOOD, CITY OF
% ENGINEERING DIVISION
8300 SANTA MONICA BLVD
WEST HOLLYWOOD, CA 90069-6216

P.O. BOX 300
ROSEMEAD, CA 91772-0001

01 199 2625 00100837 000000000003249402003249402

Contact information

Customer service numbers

General Services (U.S. & Canada)	1-800-655-4555
Account Balance & Extensions	1-800-950-2356
Emergency Services & Outages	1-800-611-1911
California Alternate Rates for Energy (CARE)	1-800-447-6620
Electric Industry Restructuring	1-800-799-4723
Energy Theft Hotline	1-800-227-3901
Hearing & Speech Impaired (TTY)	1-800-352-8580

Multicultural services (Available Monday - Friday 8 a.m. - 5 p.m.)

Cambodian / ភ្នំ	1-800-843-1309
Chinese / 中文	1-800-843-8343
Korean / 한국어	1-800-828-3061
Vietnamese / Tiếng Việt	1-800-327-3031
Spanish / Español	1-800-441-2233

(7 días a la semana 8 a.m. - 8 p.m.)

Correspondence: Southern California Edison (SCE)
P. O. Box 6400, Rancho Cucamonga, CA 91729-6400

Important information

Rotating outages

A rotating outage is a controlled electric outage that lasts approximately one hour for a group of circuits, which is used during electric system emergency conditions to avoid widespread or uncontrolled blackouts. Each SCE customer is assigned a rotating outage group, shown on the upper part of the SCE bill. If your rotating outage group begins with the letters A, M, R, S, or X, you are subject to rotating outages. If it begins with N or Exempt, you are not. Your rotating outage group may change at any time. For more information, and to see which rotating outage groups are likely to be called in the event of a system emergency, visit www.sce.com or call 1-800-655-4555.

Options for paying your bill

On-line	www.sce.com or Electronic Fund Transfer		
Mail-in	Check or Money order		
In Person	Authorized payment locations	1-800-747-8908	
Phone	QuickCheck	1-800-950-2356	
	Credit Card-Visa/MasterCard*	1-800-254-4123	
	Debit Card-ACCEL/NYCE/Pulse/Star*	1-800-254-4123	

*The Credit/Debit card payment options are not available for payment of commercial services or security deposits for commercial services.

You may call us for electronic payment options, to make payment arrangements, or for information on agencies to assist you in bill payment. If service has been disconnected, on the day of the service reconnection, be sure all appliances and other electric devices are turned off. For additional home safety tips, visit www.sce.com/safety or you may call SCE Customer Service at 1-800-655-4555.

Past due bills

Your bill was prepared on October 4, 2013. Your bill is due when you receive it and becomes past due 19 days after the date the bill was prepared. You will have 15 days at your new address to pay a bill from a prior address before your service will be terminated. SCE does not terminate residential service for non-payment of bills for other classes of service. Termination of electric service requires a Service Connection charge. If you are a residential customer, and claim an inability to pay and payment arrangements have not been extended to you by SCE pursuant to SCE's filed tariffs, you may contact the California Public Utilities Commission (CPUC).

Rules and rates

SCE's rules and rates are available in full at www.sce.com or upon request.

Late Payment Charge (LPC)

A late payment charge of 0.8% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill (except for CARE and state agency accounts).

Disputed bills

If you think your bill is incorrect, call us and speak with a customer service representative, or if necessary, with a manager. If you feel unsatisfied with the result of such discussion(s), contact the CPUC, Consumer Affairs Branch by mail at: 505 Van Ness, Room 2003, San Francisco, CA 94102; or at: www.cpuc.ca.gov, 1-800-649-7570, TTY: 1-800-229-6846. Include a copy of your bill, why you believe SCE did not follow its rules and rates, and a check or money order made out to the CPUC for the disputed amount. You must pay the disputed amount, or send it to the CPUC, before the past-due date to avoid disconnection. The CPUC accepts payment only for matters relating directly to bill accuracy. While the CPUC is investigating your complaint, you must pay any new SCE bills that become due.

Electronic Fund Transfers (EFT)

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment. You will not receive your check back from your financial institution, but the transaction will appear on your financial institution statement. If you do not wish to authorize an electronic fund transfer, please call the 800 number on the front of your bill.

Definitions

- DWR Bond Charge: Bonds Issued by the Department of Water Resources (DWR) to cover the cost of buying power for customers during the energy crisis are being repaid through this charge.
- SCE Generation: These charges recover energy procurement and generation costs for that portion of your energy provided by SCE. Beginning April 11, 2010, pursuant to CPUC Decision 10-03-022, Direct Access (DA) is again open to all non-residential customers, subject to annual limits during a four year phase-in period, and absolute limits following the phase-in. All residential customers currently returning to Bundled Service may not elect to return to DA service.

To change your contact information or enroll in SCE's payment option, complete the form below and return it in the enclosed envelope.

Change of mailing address: 2-01-199-2625

STREET#	STREET NAME	APARTMENT #
CITY	STATE	ZIP CODE
TELEPHONE #	E-MAIL ADDRESS	

Direct Payment (Automatic Debit) Enrollment: 2-01-199-2625

I hereby authorize SCE and my financial institution to automatically deduct my monthly payment from the checking account as shown on my enclosed check, ten calendar days after my bill is mailed.

Signature _____ Date _____

To change your checking account information or to be removed from the Direct Payment program please call SCE at 1-800-655-4555.

Energy Assistance Fund (EAF): I want to help people pay their energy bill through EAF. For info visit www.sce.com/eaf or call (800) 205-8596.

Round-up my bill to next whole dollar amount for EAF

- Every Month One Month only

Add this amount for EAF \$ _____

- Every Month One Month only

Select one box only and sign below for EAF: _____

Things you should know

HEAT WAVE...

Due to the recent heat wave and period of higher than normal humidity you may have used more electricity than normal. As a result, you may notice an increase in your electric bill. For solutions to help you manage your energy usage and costs, visit www.sce.com/highbillhelp.

You may notice a change in your billing statement...

Effective 10/1/2013, the billing rates used to calculate your bill have been modified. You may notice the recurring line items in the "Details of New Charges" section which reflects the bill calculation before and after the rate change. The first line item reflects the rates prior to 10/1/2013 and the second line item reflects the rates after 10/1/2013. For more information, please visit www.sce.com/bill_change.

Service account 3-001-4789-45
Service address VARIOUS
 LOS ANGELES, CA 90046
Service description Charges for lamps in service
Rotating outage Group X999

Street lamp inventory

	Quantity	kWh
High pressure sodium vapor		
16000L Multiple	4	266
27500L Multiple	22	2,376
22000L Multiple	185	15,701
Other lamp type		
310W Mult	2	214
Total	213	18,557

Details of your new charges

Your rate: LS-2
 Billing period: Sep 1 '13 to Oct 1 '13 (30 days)

Delivery charges		
Energy charge	18,557 kWh x \$0.02214	\$410.85
<i>High pressure sodium vapor</i>		
Multiple		
16000L	4 lamps x \$0.82000	\$3.28
22000L	185 lamps x \$0.82000	\$151.70
27500L	22 lamps x \$0.82000	\$18.04
<i>Other lamp type</i>		
Multiple		
310W	2 lamps x \$0.82000	\$1.64
DWR bond charge	18,557 kWh x \$0.00493	\$91.49
Generation charges		
<i>DWR</i>		
DWR energy credit	18,557 kWh x -\$0.00097	-\$18.00
<i>SCE</i>		
Energy charge	18,557 kWh x \$0.04399	\$816.32
Subtotal of your new charges		\$1,475.32
UUT exempt		
State tax	18,557 kWh x \$0.00029	\$5.38
Your new charges		\$1,480.70

Your Delivery charges include:

- \$87.03 transmission charges
- \$332.21 distribution charges
- \$2.60 nuclear decommissioning charges
- \$143.26 public purpose programs charge
- \$15.96 new system generation charge

Your Generation charges include:

- \$0.19 competition transition charge

Your overall energy charges include:

- \$13.37 franchise fees

Additional information:

- You are receiving service under multiple service - rate A



Service account 3-001-4789-46
Service address SANTA MONICA / HOLLOWAY / OLIVE
 LOS ANGELES, CA 90046
Service description Charges for lamps in service
Rotating outage Group X999

Street lamp inventory

	Quantity	kWh
High pressure sodium vapor 22000L Multiple	4	339
Total	4	339

Details of your new charges

Your rate: LS-2
 Billing period: Sep 1 '13 to Oct 1 '13 (30 days)

Delivery charges		
Energy charge	339 kWh x \$0.02214	\$7.51
High pressure sodium vapor Multiple		
22000L	4 lamps x \$0.82000	\$3.28
DWR bond charge	339 kWh x \$0.00493	\$1.67
Generation charges		
DWR		
DWR energy credit	339 kWh x -\$0.00097	-\$0.33
SCE		
Energy charge	339 kWh x \$0.04399	\$14.91
Subtotal of your new charges		\$27.04
UUT exempt		
State tax	339 kWh x \$0.00029	\$0.10
Your new charges		\$27.14

Your Delivery charges include:

- \$1.58 transmission charges
- \$6.16 distribution charges
- \$0.05 nuclear decommissioning charges
- \$2.62 public purpose programs charge
- \$0.29 new system generation charge

Your overall energy charges include:

- \$0.25 franchise fees

Additional information:

- You are receiving service under multiple service - rate A

Service account 3-008-8191-74
Service address CLMD 760
 LOS ANGELES, CA 90046
Service description Charges for lamps in service
Rotating outage Group X999

Street lamp inventory

	Quantity	kWh
High pressure sodium vapor		
5800L Multiple	297	8,505
16000L Multiple	65	4,328
27500L Multiple	204	22,029
9500L Multiple	1,132	45,693
22000L Multiple	643	54,571
Total	2,341	135,126

Details of your new charges

Your rate: LS-1-ALLNITE
 Billing period: Sep 1 '13 to Oct 1 '13 (30 days)

Delivery charges		
Energy charge	135,126 kWh x \$0.02214	\$2,991.69
<i>High pressure sodium vapor</i>		
Multiple		
5800L	297 lamps x \$8.81000	\$2,616.57
9500L	1,132 lamps x \$8.81000	\$9,972.92
16000L	65 lamps x \$9.31000	\$605.15
22000L	643 lamps x \$9.75000	\$6,269.25
27500L	204 lamps x \$9.61000	\$1,960.44
DWR bond charge	135,126 kWh x \$0.00493	\$666.17
Generation charges		
<i>DWR</i>		
DWR energy credit	135,126 kWh x -\$0.00097	-\$131.07
<i>SCE</i>		
Energy charge	135,126 kWh x \$0.04399	\$5,944.19
Subtotal of your new charges		\$30,895.31
State tax	135,126 kWh x \$0.00029	\$39.19
Your new charges		\$30,934.50

Your Delivery charges include:

- \$633.74 transmission charges
- \$22,571.55 distribution charges
- \$18.92 nuclear decommissioning charges
- \$1,043.17 public purpose programs charge
- \$116.21 new system generation charge

Your Generation charges include:

- \$1.35 competition transition charge

Your overall energy charges include:

- \$279.97 franchise fees



An EDISON INTERNATIONAL® Company

Service account 3-017-0893-58
Service address LACIENEGA/MELROSE
 LOS ANGELES, CA 90046
Service description Charges for lamps in service
Rotating outage Group X999

Street lamp inventory

	Quantity	kWh
High pressure sodium vapor 22000L Multiple	10	849
Total	10	849

Details of your new charges

Your rate: LS-2
 Billing period: Sep 1 '13 to Oct 1 '13 (30 days)

Delivery charges

Energy charge	849 kWh x \$0.02214	\$18.80
High pressure sodium vapor Multiple		
22000L	10 lamps x \$0.82000	\$8.20
DWR bond charge	849 kWh x \$0.00493	\$4.19

Generation charges

DWR		
DWR energy credit	849 kWh x -\$0.00097	-\$0.82
SCE		
Energy charge	849 kWh x \$0.04399	\$37.35

Subtotal of your new charges		\$67.72
State tax	849 kWh x \$0.00029	\$0.25
Your new charges		\$67.97

Your Delivery charges include:

- \$3.98 transmission charges
- \$15.41 distribution charges
- \$0.12 nuclear decommissioning charges
- \$6.55 public purpose programs charge
- \$0.73 new system generation charge

Your Generation charges include:

- \$0.01 competition transition charge

Your overall energy charges include:

- \$0.61 franchise fees

Additional information:

- You are receiving service under multiple service - rate A

Service account 3-008-8191-74
Service address CLMD 760
 LOS ANGELES, CA 90046
Service description Charges for lamps added
Rotating outage Group X999

Street lamp inventory

	Quantity	kWh
Lamps Added: Sep 19 '13 to Oct 1 '13 (12 days)		
High pressure sodium vapor		
22000L Series Addition date: Sep 19 '13	1	45
Total	1	45

Details of your new charges

Your rate: LS-1-ALLNITE
 Billing period: Sep 19 '13 to Oct 1 '13 (12 days)

Delivery charges		
Energy charge	45 kWh x \$0.02214	\$1.00
<i>High pressure sodium vapor Series</i>		
22000L	1 lamp x \$9.75000 x 12/30 days	\$3.90
DWR bond charge	45 kWh x \$0.00493	\$0.22
Generation charges		
<i>DWR</i>		
DWR energy credit	45 kWh x -\$0.00097	-\$0.04
<i>SCE</i>		
Energy charge	45 kWh x \$0.04399	\$1.98
Subtotal of your new charges		\$7.06
State tax		\$0.01
Your new charges		\$7.07

Your Delivery charges include:

- \$0.22 transmission charges
- \$4.28 distribution charges
- \$0.01 nuclear decommissioning charges
- \$0.35 public purpose programs charge
- \$0.04 new system generation charge

Your overall energy charges include:

- \$0.06 franchise fees

Inventory accounting information for the above serv acct:

Lamp type:	Qty:	Work Order #	AI #	Tract #
22000L Series	1	901073222		LAC/INA/CA/LB96



An EDISON INTERNATIONAL® Company

Service account 3-008-8191-74
Service address CLMD 760
 LOS ANGELES, CA 90046
Service description Credits for lamps removed
Rotating outage Group X999

Street lamp inventory

	Quantity	kWh
Lamps Removed: Jul 27 '13 to Sep 1 '13 (36 days)		
High pressure sodium vapor		
22000L Multiple Removal date: Jul 27 '13	1	-99
Total	1	-99

Details of your new charges

Your rate: LS-1-ALLNITE
 Billing period: Jul 27 '13 to Sep 1 '13 (36 days)

Delivery charges		
Energy charge	-99 kWh x \$0.02214	-2.19
High pressure sodium vapor Multiple		
22000L	-1 lamp x \$9.75000 x 36/30 days	-11.70
DWR bond charge	-99 kWh x \$0.00493	-0.49
Generation charges		
<i>DWR</i>		
DWR energy credit	-99 kWh x -\$0.00097	\$0.10
<i>SCE</i>		
Energy charge	-99 kWh x \$0.04399	-\$4.36
Subtotal of your new charges		-\$18.64
State tax	-99 kWh x \$0.00029	-\$0.03
Your new charges		-\$18.67

- Your Delivery charges include:**
- -\$0.47 transmission charges
 - -\$12.54 distribution charges
 - -\$0.01 nuclear decommissioning charges
 - -\$0.76 public purpose programs charge
 - -\$0.09 new system generation charge
- Your overall energy charges include:**
- -\$0.17 franchise fees

Inventory accounting information for the above serv acct:

Lamp type:	Qty:	Work Order #	AI #	Tract #
22000L Multiple	1	TD717770	42	

Service account 3-008-8191-74
Service address CLMD 760
 LOS ANGELES, CA 90046
Service description Credits for lamps removed
Rotating outage Group X999

Street lamp inventory

	Quantity	kWh
Lamps Removed: Aug 23 '13 to Sep 1 '13 (9 days)		
High pressure sodium vapor		
22000L Multiple Removal date: Aug 23 '13	1	-25
Total	1	-25

Details of your new charges

Your rate: LS-1-ALLNITE
 Billing period: Aug 23 '13 to Sep 1 '13 (9 days)

Delivery charges		
Energy charge	-25 kWh x \$0.02214	-\$0.55
High pressure sodium vapor Multiple		
22000L	-1 lamp x \$9.75000 x 9/30 days	-\$2.93
DWR bond charge	-25 kWh x \$0.00493	-\$0.12
Generation charges		
DWR		
DWR energy credit	-25 kWh x -\$0.00097	\$0.02
SCE		
Energy charge	-25 kWh x \$0.04399	-\$1.10
Subtotal of your new charges		-\$4.68
State tax	-25 kWh x \$0.00029	-\$0.01
Your new charges		-\$4.69

Your Delivery charges include:

- -\$0.12 transmission charges
- -\$3.14 distribution charges
- -\$0.19 public purpose programs charge
- -\$0.02 new system generation charge

Your overall energy charges include:

- -\$0.04 franchise fees

Inventory accounting information for the above serv acct:

Lamp type:	Qty:	Work Order #	AI #	Tract #
22000L Multiple	1	901073222	42E5718	LAC/INA/CA/LB96

Please visit us at www.sce.com

Para mas detalles en Español, llame al 1-800-441-2233 Monday - Sunday 8:00 a.m. - 8:00 p.m.

☎ 1-800-843-1309 ▲ 中文 1-800-843-8343 ▲ 한국어 1-800-628-3061 ▲ Tiếng Việt 1-800-327-3031 Monday. - Friday 8:00 a.m. - 5:00 p.m.

SOUTHERN CALIFORNIA EDISON COMPANY (SCE)

NOTICE OF PROPOSED SETTLEMENT IN APPLICATION 10-11-009

PROPOSAL TO INCREASE YOUR ELECTRIC RATES

Southern California Edison Company (SCE) has filed a motion with the California Public Utilities Commission (CPUC) to approve a settlement for the 2011 Catalina Water General Rate Case (Application 10-11-009). The proposed settlement requests an additional \$8.895 million, or 0.074%, of revenue from SCE's electric customers over current electric utility revenues for a one-year period only and a substantial increase in residential Catalina Island average water rates.

If the CPUC approves the settlement as requested, an average residential electric customer using 600 kilowatt-hours per month would see an **increase** of \$0.09 per month for 12 months, from the current \$108.76 to \$108.85. The table set out below shows current rates compared to estimated rates by customer group.

SCE is the owner and operator of the CPUC-regulated water utility on Catalina Island off the coast of Southern California. SCE's application requested additional revenue from water sales on Catalina to compensate SCE for its investments in water service. If accepted, SCE's request would have led to an 85% water rate increase on Catalina Island. To mitigate the impact on Catalina Island residents and business from that rate increase, SCE provided an alternate proposal for the Commission's consideration that would recover a portion of the investment from the Catalina water customers and a portion from SCE's electric customers. SCE's alternate proposal recognized that a significant number of visitors to Catalina Island are visitors from the mainland and that those visitors to Catalina also benefit from water service on the island. Both proposals were thoroughly vetted through evidentiary hearings. The CPUC Administrative Law Judge (ALJ) presiding over the proceeding issued a Proposed Decision which would have adopted SCE's alternate proposal and would have shifted \$10.7 million in revenue to SCE's electric customers. That proposed decision is still pending. Usually once a proposed decision is issued, the Commissioners schedule it for consideration at a Commission voting meeting where the Commissioners may accept it, modify it, approve an alternate sponsored by a Commissioner or reject the utility proposal in its entirety.

However, all parties in the proceeding are requesting that the CPUC approve this unique settlement instead. It requires SCE to recover less than it requested from the CPUC to compensate it for the water service on Catalina, adopts rates that will lead to substantial average bill increases for Catalina Island's residential water utility customers, and recovers a portion of the increased costs for one year from SCE electric customers. The following table shows the impact on SCE's electric customers.

Customer Group Revenue Impact A.10-11-009 Proposed Settlement

Customer Group	Revenue Change (\$000)	% Change	Present Rates ¢/kWh	Proposed Rates ¢/kWh
Residential	4,580	0.091%	17.1	17.2
Lighting - Small and Medium Power	3,020	0.070%	16.4	16.4
Large Power	1,056	0.048%	11.5	11.5
Agricultural and Pumping	225	0.061%	12.8	12.8
Street and Area Lighting	14	0.011%	17.7	17.7
TOTAL	8,895	0.074%	15.5	15.5

FOR FURTHER INFORMATION FROM SCE

You may review the proposed settlement at SCE's corporate headquarters (2244 Walnut Grove Avenue, Rosemead, CA 91770). You may also view it at the following SCE business offices:

1 Pebble Beach Rd. Avalon, CA 90704	1820 Rimrock Rd. Barstow, CA 92311	374 Lagoon St. Bishop, CA 93514
505 W. 14th Ave. Blythe, CA 92225	3001 Chateau Rd. Mammoth Lakes, CA 93546	510 S. China Lake Blvd. Ridgecrest, CA 93555
26364 Pine Ave. Rimforest, CA 92378	41694 Dinkey Creek Rd. Shaver Lake, CA 93664	421 W. J St. Tehachapi, CA 93561
120 Woodland Dr. Wofford Heights CA 93285	6999 Old Woman Springs Rd. Yucca Valley, CA 92284	

Customers with Internet access may view and download the proposed settlement on SCE's website:

www.sce.com/applications. Anyone who would like to obtain more information about the settlement or application, please write to:

Southern California Edison Company
P.O. Box 800
2244 Walnut Grove Avenue
Rosemead, CA 91770
Attention: Case Administration

Continued on back

Continued from front

Notice of Proposed Settlement

Los usuarios con acceso al Internet podrán leer y descargar esta notificación en español en el sitio Web de SCE www.sce.com/avisos o escriba a:

Southern California Edison Company
P.O. Box 800
2244 Walnut Grove Avenue
Rosemead, CA 91770
Atención: Comunicaciones Corporativas

COMMENTS AND MORE INFORMATION

Anyone may follow this proceeding using the CPUC's free subscription service. You can sign up for this service at <http://subscribecpuc.cpuc.ca.gov> and you will receive email notifications when documents are posted on the CPUC website.

Only formal parties to the proceeding may file a formal protest to this proposed rate increase. Anyone who wants to become involved in this or any CPUC proceeding can obtain information from the CPUC "Practitioners" page at www.cpuc.ca.gov or you may contact the Public Advisor's Office at the address and phone number below.

Anyone may comment informally on the substance of this notice without becoming a party to this proceeding. Your comments are tallied and circulated to the CPUC Commissioners, the assigned ALJ, CPUC staff, and provided to the public in the proceeding's formal file. **When commenting about this Application or settlement, please reference the proceeding number: A.10-11-009.**

You may submit comments or contact the Public Advisor's Office as follows:

Write: CPUC, Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Email: public.advisor@cpuc.ca.gov

Call: 1-866-849-8390, or 1-415-703-2074

August 2013

Utility Bill Scams Continue to Target Southern California Edison Customers

Southern California Edison (SCE) is advising customers to be aware of a telephone scam that demands immediate payment for allegedly past due electricity bills.

Customers suspecting a fraudulent call should ask for the caller's name, department and business phone number. If the caller refuses to provide this information, customers should terminate the call and report the incident immediately to local police or SCE at **1-800-655-4555**.

SCE customers should also note that:

- An SCE employee will never ask for money in person.
- Never reveal your credit card, ATM or calling card numbers (or PIN numbers) to anyone.
- If someone calls and requests you leave your residence at a specific time for a utility-related cause, call the police. This could be a burglary attempt set up by the caller.
- Be suspicious of anyone who arrives at your house without an appointment asking to check an appliance, wiring or suggesting that there may be some other electrical problem inside or outside your residence.

For more ways customers can stay safe, please see www.sce.com/safety and read the safety tips section.

Don't Miss Out on Discounted Bulbs Purchased Online

For a limited time, Southern California Edison (SCE) is offering discounts ranging from \$5 to \$15 off select light-emitting diode (LED) and compact fluorescent light (CFL) bulbs. When you purchase online, you'll enjoy immediate savings on LEDs and CFLs, and continued energy savings for years to come.

Visit www.sce.com/bulboffer for your discount today!