

PROFESSIONAL SERVICES AGREEMENT

Consultant: **TETRA TECH, INC.**

Subject: **PROFESSIONAL AND TECHNICAL ENGINEERING AND ARCHITECTURAL
DESIGN SERVICES**

Agreement Number: **47366F-6**

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AGREEMENT NUMBER 47366F-6

**BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
TETRA TECH, INC.**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles acting by and through its Department of Water and Power, a municipal corporation, (hereinafter "LADWP") and Tetra Tech, Inc., 3475 East Foothill Boulevard, Pasadena, California 91107, a corporation (hereinafter the "Consultant" or "Contractor"). Individually, LADWP and Consultant are referred to under this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the LADWP requires as-needed professional and technical civil, structural, traffic, electrical, mechanical engineering and architectural design services to assist during times of peak workloads in the Water System Capital Improvement Program (CIP); and

WHEREAS, the as-needed professional and technical civil, structural, traffic, electrical, mechanical engineering and architectural design services are required to meet water quality regulatory deadlines and provide service reliability through infrastructure upgrade and replacements; and

WHEREAS, on October 24, 2014, the LADWP released a Request for Proposals (RFP) No. 90225 seeking proposals from qualified firms/organizations to as-needed professional and technical civil, structural, traffic, electrical, mechanical engineering and architectural design services; and

WHEREAS, the LADWP evaluated the proposals submitted in response to the RFP, interviewed firms/organizations, and contacted references, and selected Consultant as being the most qualified firm for the professional and technical civil, structural, traffic, electrical, mechanical engineering and architectural design services project; and

WHEREAS, the Consultant has reviewed the services to be provided by Consultant incorporated in this Agreement, and represents that it has the qualities, expertise, skills, and abilities to perform such work; and

WHEREAS, the services to be performed are of an expert, professional, technical, temporary and occasional nature and can be performed more feasibly or economically by an independent consultant than by City employees.

NOW, THEREFORE, in consideration of the premises and of the covenants, representations and agreements set forth herein, the Parties hereby covenant, represent and agree as follows:

**ARTICLE I
INTRODUCTION**

101. Parties to the Agreement

The Parties to this Agreement are:

- A. The LADWP having its principal office at 111 North Hope Street, Los Angeles, California 90012.
- B. The Consultant, Tetra Tech, Inc., a Delaware corporation, having its corporate headquarters located at 3475 East Foothill Boulevard, Pasadena, California 91107.

102. Representatives of the Parties and Service of Notices

102.1 Authorized Representatives

The representatives of the respective Parties authorized to administer this Agreement, including, but not limited to, Task Order and Change Order Notice approval, and to whom formal notices, demands and communications shall be given are as follows:

- A. The authorized representatives of the LADWP shall be, unless otherwise stated in the Agreement:

Andrew L. Linard
Assistant Director, Manager of Project Engineering
Water Engineering & Technical Services
111 North Hope Street, Room 1368
Los Angeles, California 90012
Facsimile Number: (213) 367-3792

With copies to:

Joseph J. Resong
Waterworks Engineer
Water Engineering & Technical Services
111 N. Hope Street, Room 1326
Los Angeles, California 90012
Facsimile Number: (213) 367-0937

B. The authorized representatives of the Consultant shall be:

William Brownlie, PhD
Senior Vice President
Tetra Tech, Inc.
3475 East Foothill Boulevard, Pasadena, California 91107
Facsimile Number: (626) 351-5291

And

Steve Tedesco
Senior Vice President
Water, Environment & Infrastructure
17885 Von Karman Avenue, Suite 500, Irvine, California 92614
Facsimile Number: (949) 809-5010

With Copies to:

Leslie L. Shoemaker
Executive Vice President
Water, Environment & Infrastructure
3475 East Foothill Boulevard, Pasadena, California 91107
Facsimile Number: (626) 351-5291

102.2 Service of Notices

Unless otherwise stated herein, formal notices, demands, and communications required hereunder by either Party shall be made in writing, and may be effected by personal delivery or by certified mail, overnight carrier, or confirmed facsimile and shall be deemed communicated as of the date of delivery or the date of mailing, whichever is applicable, or in the case of a facsimile, upon receipt if transmitted during the receiving Party's normal business hours, otherwise on the first business day following receipt.

If the name or address of the person designated to receive notices, demands or communications, is changed, or additional persons are added to receive notices, demands or communications, written notice shall be given, in accord with this section, within five business days of said change.

103. Purpose of the Agreement

LADWP seeks to secure proposals from qualified firms to provide "as-needed" professional and technical civil, structural, traffic, mechanical, and electrical engineering and architectural design support services on current and future Water System projects. Contractor services will augment LADWP's staff in performing work required to provide reliable water service.

**ARTICLE II
TERM OF THE AGREEMENT**

201. Term of the Agreement

The term of this Agreement shall commence, provided the events identified in **Exhibit E**, PSC-4 have occurred, upon execution of this Agreement by all Parties hereto and shall terminate five years thereafter, subject to the termination provisions herein. Performance shall not begin until Consultant has obtained LADWP approval of insurance required herein.

202. Time is of the Essence

The LADWP and Consultant understand and agree that "Time is of the Essence" in performance of this Agreement.

**ARTICLE III
COMPENSATION AND METHOD OF PAYMENT**

301. Compensation

301.1 Not-to-Exceed Amount

The cumulative compensation that may be paid to Consultant by the LADWP for complete and satisfactory performance of services under this Agreement along with other Agreements numbered consecutively from 47366A-6 to 47366F-6 shall not exceed sixty million dollars (\$60,000,000).

301.2 Authorized Expenditures

Of the total amount of compensation included in Section 301.1 above, the LADWP shall pay Consultant for services to be performed, tasks to be implemented, and deliverables to be provided as specified in individual Task Orders executed in accordance with Section 302, Allowable Fees and Costs, and Article V, Task Order Development and Approval, of this Agreement. The LADWP shall not be liable for payment of monies unless there is a written Task Order approved by the LADWP's authorized representative(s) identified in Section 102.1 of this Agreement. Therefore, there is no guarantee that Consultant shall receive any amount of work during the term of this Agreement.

302. Allowable Fees and Costs

The LADWP shall pay for services established in a Task Order executed in accordance with Article V, Task Order Development and Approval, of this Agreement, based upon Consultant and subconsultant labor rates established in **Exhibit A**, Fee Schedule, which is attached hereto and made a part hereof. Such labor rates are inclusive of salary, employee benefits, overhead, profit, general office expenses, administrative services, invoice preparation and processing, routine telecommunications, internet, personal

computer, facsimile, routine postage, individual shipping charges of less than \$10, incidental copying, one hard copy of Deliverables, and one electronic copy of Deliverables costs.

The charges set forth in Exhibit A of this Agreement are to be in effect as of the effective date of this Agreement for a period of 12 months thereafter. As of the date of this Agreement and every 12 months thereafter, these charges will be reviewed by the LADWP and Consultant and may be changed by mutual agreement, upward or downward, to reflect increased or decreased costs. These changes shall not exceed the previous year's average Consumer Price Index amount calculated by using the "annual" average column data for the United States (U.S.) Department of Labor, Bureau of Labor Statistics' Consumer Price Index, U.S. city average for Urban Wage Earners and Clerical Workers.

302.1 Payment of Subconsultant Costs

The LADWP shall pay for subconsultant expenses at the actual amount to be paid by Consultant to the subconsultant, consistent with the subconsultant labor rates and fees established in **Exhibit A, Fee Schedule**, or the subconsultant rates established in an authorized Task Order for services provided in accordance with an authorized Task Order and this Agreement. In the event of a conflict between the subconsultant rates established in **Exhibit A, Fee Schedule**, and an authorized Task Order, subconsultant costs shall be paid at the lowest rate.

The Consultant may invoice for direct services in the management, oversight, and administration of subconsultants, including the Consultant's reviewing and processing of subconsultant invoices. No markup by the Consultant or subconsultant for subconsultant services of any tier shall be allowed.

302.2 Reimbursement of Travel Expenses

Travel expenses necessary to perform required work for the LADWP pursuant to an authorized Task Order must be pre-approved by the LADWP. The LADWP approved travel expenses shall be paid by the LADWP at the actual cost of such expenses, consistent with **Exhibit B, Allowable Travel Expenses**, which is attached hereto and made a part hereof. No markup by Consultant or subconsultant of any tier for travel expenses shall be allowed.

302.3 Other Reimbursable Expenses

Other reimbursable expenses include purchase of special equipment, necessary field supplies and facilities, testing and laboratory services, individual shipping charges in excess of \$10, materials, supplies, and rental of these items used in the work performed for LADWP pursuant to an authorized Task Order. Reimbursable expenses shall be paid by the LADWP at the actual cost of such expenses, the expense rates established in **Exhibit A, Fee Schedule**, or the expense rates established in an authorized Task Order, as applicable. In the

event of a conflict between the expense rates established in **Exhibit A, Fee Schedule**, and an authorized Task Order, expenses shall be reimbursed at the lowest rate. No markup by the Consultant, subconsultant of any tier, or supplier for other reimbursable expenses shall be allowed.

Any items purchased at the request of the LADWP to accomplish the work in an authorized Task Order shall be charged to the LADWP, shall become the property of the LADWP, and shall be delivered to the LADWP by Consultant upon request or completion of the Task Order. Any other items purchased by Consultant for performance of services pursuant to an authorized Task Order shall be the property of Consultant, shall not be charged to the LADWP, and shall not be reimbursed by the LADWP.

302.4 Conditions for Payment for Overtime

Any work required by an individual in excess of eight hours a day, on a weekend, holiday, or any other instance in which payment of an overtime or labor rate premium could be applicable shall be based on the labor rates established in **Exhibit A, Fee Schedule**. In special circumstances an overtime or labor rate premium may be allowed at the sole option of the LADWP, with prior written approval by the LADWP authorized representative designated in Section 102 of this Agreement.

302.5 Taxes

All costs contained herein are inclusive of any applicable State of California Sales Tax, California Use Taxes or Federal Excise Tax. Such taxes are the only taxes for which the LADWP shall be liable for payment and any such taxes paid by Consultant for tangible property to be delivered to the LADWP pursuant to Section 302.3 of this Agreement shall be separately identified on Consultant's invoices. The Consultant agrees to abide by the Board of Equalization's determination for all sales or use taxes and payment thereof, and shall adjust for any overpayment or underpayment of such taxes to date on the next regularly scheduled invoice following receipt of the determination. The Consultant agrees to assist the LADWP in preparing and filing any application for a refund of any overpayment of such taxes. In the event that pursuant to state or federal law, LADWP is required to pay taxes for tangible property delivered to the LADWP by Consultant pursuant to Section 302.3 of this Agreement directly to the state, the amount of said taxes shall be deducted from the costs contained herein.

303. Method of Payment

Payment for Consultant services shall be made in accordance with authorized Task Orders. The Consultant shall submit invoices to the LADWP in accordance with authorized Task Orders, with the billings against each individual Task Order tracked separately. Each invoice shall be accompanied by a statement detailing the services performed, tasks completed and the deliverables provided for which payment is

requested, supporting documentation, and the LADWP Subcontractor Tracking Form, or its successor reporting format.

303.1 Required Invoice Information

The following information shall be included in each invoice submitted by Consultant to the LADWP:

1. Consultant name, address, and vendor code number as registered on the LADWP vendor database
2. City of Los Angeles Business Tax Registration Number
3. Date of invoice
4. Invoice number
5. Contract number
6. Summary of individual Task Orders, including amount of current invoice, total invoiced to date, total authorized Task Order amount, Task Order percent complete, and percent of authorized Task Order cost invoiced to date, and the end date of the Task Order
7. Taxes
8. Total amount of invoice
9. Description of services and deliverables provided related to each individual Task Order and associated costs
10. Supporting documentation for all costs and expenses, in a format acceptable to the LADWP
11. Following certification statement signed by Consultant:
"I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et. Seq."
12. Approval signature blocks for the LADWP project manager and LADWP authorized representative(s) identified in Section 102.1, Representative(s) of the Parties and Service of Notices, of this Agreement.
13. An accompanying LADWP Subcontractor Tracking Form, or its successor reporting format, identifying the amounts paid to each authorized subconsultant for both the current invoice and total invoiced to date. The Consultant shall explain any deviations from the anticipated subconsultant percentages identified in **Exhibit C**, List of Subconsultants, attached hereto and made a part hereof, and recommendations for recovering any shortfalls in subconsultant utilization.
14. The following specific language in the invoices/bills is acceptable: "Consultant certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was conducted, and

for whom no disqualifying information (including felonies, offenses or moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between Consultant and LADWP) has been found."

Invoices shall be submitted to:

Joseph J. Resong
Waterworks Engineer
Water Engineering & Technical Services
111 North Hope Street, Room 1326
Los Angeles, California 90012
Facsimile Number: (213) 367-0937

Consultant's failure to submit accurate and all required information shall result in LADWP's rejection of the invoice and non-payment.

303.2 Time and Material Task Order Invoices

For Task Orders specifying a time and materials method of payment, the Consultant shall invoice the LADWP on a monthly basis for costs and expenses. The Consultant shall provide documents supporting costs and expenses, including copies of receipts or invoices for expenses in excess of \$25, summary of total hours worked by specified individual Consultant employees and the applicable hourly rate, and time sheets or payroll records as appropriate to support individual employee hours worked, with each monthly invoice. Payment shall be made within 45 calendar days' receipt of the Consultant's invoice prepared in accordance with requirements of Section 303.1 of this Agreement and authorized Task Orders.

303.3 Fixed Price Task Order Invoices

For Task Orders specifying a lump sum method of payment, payment shall be made within 45 calendar days after review and approval of the deliverable by the LADWP or receipt of the Consultant's invoice prepared in accordance with the requirements of Section 303.1, whichever is later.

303.4 Notice of Items Not Approved for Payment

The LADWP project manager will review Consultant invoice within 15 working days and notify the Consultant of any missing or required additional documents, questioned costs, inaccuracies, or concerns.

In the event that any deliverables, labor, or reimbursable expenses invoiced by the Consultant are not approved for payment, the LADWP shall provide Consultant with detailed comments addressing the shortfalls or costs of concern and shall meet with Consultant to discuss such issues. Any disputes between the LADWP and the Consultant regarding invoices costs and expenses shall be

resolved in accordance with Article X, Disputes, of this Agreement. The LADWP shall pay undisputed invoice amounts.

303.5 Notification of Status of Task Order Expenditures

The Consultant shall notify the LADWP in writing when costs reach 50 and 75 percent of the authorized Task Order amount. Such notice shall include an assessment of whether or not the tasks assigned in the Task Order can be completed within the authorized expenditure amount, and if not, the Consultant shall propose suggested modifications to the Task Order for consideration by the LADWP. Failure of Consultant to provide such written notification may result in late payment of invoices by the LADWP.

303.6 Timely Invoicing

All charges related to the performance of the Consultant's work or services for any Task Order, including subconsultant and other reimbursable expenses, shall be invoiced by the Consultant to the LADWP within six months of the cost or expenses being incurred by Consultant or subconsultant. The LADWP shall not reimburse the Consultant for any costs, expenses, work, or services invoiced to the LADWP six months after the date the costs were incurred by the Consultant or subconsultant.

303.7 Maximum Authorized Amount

Notwithstanding any other provision of this Agreement, any changes or additions hereto that shall increase the LADWP's total obligation above the maximum authorized amount set forth in Section 301.1 of this Agreement shall be subject to prior approval by the Board of Water and Power Commissioners. The LADWP shall not be obligated to pay for work performed by Consultant for any such changes made in violation of this Agreement.

ARTICLE IV SERVICES TO BE PROVIDED

401. Services to be Provided by Consultant

During the term of this Agreement, the Consultant shall provide the services, implement the tasks, and provide the deliverables identified in Task Orders authorized by the LADWP in accordance with Article V, Task Order Development and Approval, of this Agreement and consistent with the service detailed in this Section 401.

401.1 Description of Consultant Services

Consultant shall provide the services described in **Exhibit G** to this Agreement entitled "Statement of Work".

Notwithstanding any other provision of this Agreement, the Consultant shall perform such other work and deliver such other items as are necessary to ensure that the services and deliverables provided under this Agreement meet the requirements set forth in this Agreement, including all Exhibits.

401.2 LADWP Approval of Work

All services, work, tasks, and deliverables are subject to LADWP approval, which approval shall not be unreasonably withheld. Failure to receive approval may result in withholding compensation for such services, work, tasks, and deliverables pursuant to Article III, Compensation and Method of Payment, of this Agreement.

401.3 Errors and Omissions

Notwithstanding any other provisions of this Agreement, approval by the LADWP of any task or deliverable, or any part thereof, shall not relieve the Consultant of the responsibility to meet all of the requirements as set forth in this Agreement. The Consultant shall have no claim for additional costs due to correction of its errors or omissions in said previously approved deliverables or any other action that may be necessary to comply with this Agreement, including all Exhibits, and authorized Task Orders.

401.4 Public Review

Revising Consultant-prepared documents at the request of the LADWP to incorporate comments by the public or by agencies having jurisdiction in matters of the particular task assignment is not considered to be a remedy of errors or omissions but is considered an integral part of document preparation, which may be called for by a task assignment.

401.5 Engineering or Architectural Design

Revising Consultant-prepared designs at the request of the LADWP to incorporate comments or recommendations by LADWP engineers or LADWP value engineering consultants is not considered to be a remedy of errors or omissions, but is considered an integral part of engineering and architectural designs, which may be called for by a task assignment.

401.6 Industry Standard of Care

The Consultant shall perform the work described herein in accordance with industry standards of care and shall reflect competent professional knowledge and judgment.

401.7 Additional Services

In the event that the LADWP requires services in addition to those specified in this Agreement, Consultant agrees to provide such services in accordance with Article IX, Amendments and Changes to this Agreement. Prior to performance of additional work, this Agreement shall be amended to include the additional work and payment therefor.

401.8 Safety and Non-Interference

The Consultant shall arrange facility visits with the LADWP who shall advise Consultant of appropriate safety and security rules. The Consultant shall adhere to the restrictions and instructions of the LADWP personnel when visiting any facility.

The Consultant's performance of the work under this Agreement shall not interfere unnecessarily with the operation of the LADWP or any other City department.

401.9 Construction/Design Contracts

The Consultant shall employ value engineering practices and reviews in development of engineering and architectural designs.

The Consultant shall do everything reasonable to protect the life, safety, and health of persons at the construction site. The Consultant shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render safe and healthful employment. The Consultant shall be responsible for ensuring that each of Consultant's subconsultants meets the standards of this Article.

401.10 Drawing Standards

The Consultant is not authorized to operate the LADWP's equipment. All operation of the LADWP's equipment shall be performed by the LADWP. The Consultant's personnel shall at all times remain under control of the Consultant.

Drawings produced by the Consultant shall conform to the Industry Standard of Care or as otherwise authorized in a Task Order. Information shall be organized in a logical, systematic manner with as much information on a single drawing as can be done without impairing clarity and quality.

Drawings shall be positive and right reading. They shall not be folded and shall be sufficiently legible to make 35 mm microfilm negatives, which can be read clearly when enlarged 14.5 times. Drawings shall incorporate the LADWP's title block, legends, and numbering system. When requested by the LADWP,

drawings shall be made on LADWP-furnished sheets. Final drawings shall be furnished either on mylar sheets or on vellum sheets accompanied by electronic data suitable for the LADWP's automated drafting system.

Drawings shall fully demonstrate the work to be done and the materials required. Dimensions, diagrams, descriptions, cross sections, and details shall demonstrate adequacy of design. Upon request by the LADWP engineering calculations which demonstrate the adequacy of the design shall be provided to the LADWP. The Consultant shall maintain all such records for ten years.

Drawings shall be composed using an automated drafting system in a manner which shall facilitate revisions on the LADWP's system. This includes layering of information and the attachment of data files to the drawings as appropriate and where requested. Drawings shall identify field conditions against as-built drawings.

Drawings, specifications, and reports shall be signed and sealed by professional engineers and architects with appropriate legal registration.

401.11 Peer Review

The LADWP reserves the right to contract with other consultants to review the Consultant's deliverables and other work products produced in accordance with the terms of this Agreement. If the LADWP contracts with other consultants to assist the LADWP in reviewing the Consultant's deliverables and other work products, the Consultant agrees to cooperate fully and coordinate with such other consultants.

The Consultant shall provide access and make available to the LADWP the Consultant's internal documents, reports, and reviews directly related to the work being performed pursuant to this Agreement, such as Project Schedule related documents, performance, and project management audits.

402. LADWP Responsibilities

If the LADWP, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Consultant's performance hereunder or if the LADWP is unable to approve the services, work, tasks, or deliverables, or perform its other responsibilities, in accordance with the agreed upon time schedule established in an authorized Task Order, the schedule may be adjusted in accordance with the provisions of Article IX, Amendments and Changes To The Agreement, of this Agreement. The Consultant agrees to cooperate with the LADWP to minimize, and if possible, eliminate the impact of any delays on completion of the services, work, tasks, or deliverables. The Consultant shall promptly notify the LADWP if delays, regardless of the cause, begin to put the schedule or authorized Task Order budget in jeopardy.

403. Consultant Personnel

403.1. Key Consultant Personnel

Key Consultant personnel to be assigned to this Agreement are identified in the List of Key Consultant Personnel set forth in **Exhibit D**, which is attached hereto and made a part hereof. **Exhibit D**, List of Key Consultant Personnel, also contains a description of Consultant's business location the person is assigned to, the position within Consultant's organizational hierarchy, special expertise of the person, the number of years employed by Consultant, and the number of years of experience for each person identified in **Exhibit D**. Key Consultant personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

The LADWP considers services of Consultant's key personnel listed in **Exhibit D**, List of Key Consultant Personnel, essential to the Consultant's performance under this Agreement. The Consultant shall not reassign any key personnel without the LADWP's prior written consent. The LADWP shall have the right to approve or disapprove the reassignment of Consultant key personnel listed in **Exhibit D** for any reason at its sole discretion.

403.1.1 Unavailability of Key Personnel

In the event individual key personnel listed in **Exhibit D** are terminated either by the Consultant or the individual, with or without cause, or if individual key personnel are otherwise unavailable to perform services for Consultant, Consultant shall provide to the LADWP written notification detailing the circumstances of the unavailability of the individual key personnel and designating replacement personnel prior to the effective date of individual key personnel termination or unavailability date, to the maximum extent feasible, but no later than five business days after the effective date of the individual key personnel termination or unavailability. The Consultant shall propose replacement personnel that have a level of experience and expertise equivalent to the unavailable individual key personnel for LADWP review and approval.

The LADWP shall review and approve or disapprove any personnel who are designated as key personnel. The LADWP shall act reasonably in exercising its discretion to approve or disapprove any key personnel.

The Consultant recognizes and agrees that early notification of the unavailability of key Consultant personnel and proposed replacement personnel is essential to avoiding delays in completing the services, work, tasks, and deliverables established in this Agreement or authorized Task Orders since the award of this Agreement was predicated upon the competency of the Key Personnel provided.

403.2 Removal of Consultant Personnel

The Consultant agrees to remove personnel from performing work under this Agreement if reasonably requested to do so by the LADWP within 24 hours or as soon thereafter as is practicable.

404. Consultant Use of Subconsultants

Subconsultants, including but not limited to individuals, contract employees, sole proprietors, firms, and corporations, designated to perform work under this Agreement are identified in **Exhibit C, List of Subconsultants**. **Exhibit C, List of Subconsultants**, also contains a description of the service, task responsibilities, and anticipated participation (percentage of overall cost of services) of each subconsultant identified in **Exhibit C**.

Notwithstanding the fact that Consultant is utilizing subconsultants, the Consultant shall remain responsible for performing all aspects of this Agreement and for ensuring that all services, work, and tasks are performed in accordance with the terms and conditions of this Agreement and authorized Task Orders.

The LADWP has no obligation to any subconsultant and nothing herein is intended to create any privity between the LADWP and the Consultant's subconsultants.

404.1 LADWP Pre-Approval of Subconsultants

The LADWP shall pre-approve, in writing, Consultant's utilization of subconsultants in the event that additional subconsultants or substitutions for subconsultants listed in **Exhibit C, List of Subconsultants**, are proposed by Consultant. This applies to individuals, contract employees, sole proprietors, firms, and corporations.

404.2 Subconsultant Subcontracting

Subconsultant's subcontracting or delegation of services is expressly prohibited unless approved in writing by the LADWP.

404.3 Agreement Provisions Applicable to Subconsultants

Consultant shall require any subcontract entered into pursuant to this Agreement to be subject to Sections 404.2 and 1103, the provisions of Article VI, Ownership, and Article VII, Confidentiality, Restrictions on Disclosure, and, PSC-13, PSC-19, PSC-21, PSC-22, and PSC-24 of this Agreement.

404.4 Copies of Consultant Subconsultant Contracts

The Consultant shall provide LADWP with copies of Consultant subconsultant contracts associated with the performance of this Agreement within 15 working days of execution of such contracts by the Consultant.

The Consultant is solely responsible for ensuring that all subcontracts comply with the provisions and the terms of this Agreement, as applicable.

**ARTICLE V
TASK ORDER DEVELOPMENT AND APPROVAL**

501. Task Order Development

During the term of this Agreement, the LADWP shall have the right to request Task Orders within the general scope of work contemplated by this Agreement and consistent with **Exhibit A**, Fee Schedule, from each Professional and Technical Engineering and Architectural Design Services Contractor under Agreement Nos. 47366A-6 to 47366F-6. Task Orders may be based either upon a lump sum or a time and materials basis.

Additionally, the LADWP reserves the right to request and award Task Orders within the general scope of work contemplated by this Agreement and consistent with **Exhibit A**, Fee Schedule, from only one of the Contractors necessitated by intellectual property, project schedule, or continuity of project development and progress.

501.1. Task Order Proposal

LADWP Task Order proposal shall specify the following:

1. Purpose and Objective
2. Prerequisites to Consultant's performance
3. Scope of Work
4. Schedule
5. Premises (assumptions, conditions, restrictions, project location, etc.)
6. Key Consultant and subconsultant personnel required for the task
7. Applicable rate schedules
8. Method of compensation (i.e. lump sum or time and materials)
9. LADWP designated Task Order administrator, if different than the project manager identified in Section 102.1 of this Agreement

501.2. Task Order Development

Within ten calendar days following Consultant's receipt of the LADWP's written Task Order proposal, the Consultant, at its own expense, shall prepare and deliver to the LADWP a written response to the LADWP's request evaluating the Task Order proposal for completeness, clarity, ability to perform the work and services, schedule, and proposed use of subconsultants and Consultant personnel. The Consultant may suggest to the LADWP that changes be made to the work and services contemplated in the Task Order proposal. The Consultant shall provide the LADWP with a detailed cost estimate, including identification

of all required personnel, rates, and hours of effort, for the requested Task Order proposal.

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

The Consultant shall provide a summary of overall subconsultant utilization for the Task Order and the Agreement as whole, and explain any deviations from the anticipated subconsultant participation identified in **Exhibit C**, List of Subconsultants, and recommendations for recovering any shortfalls in subconsultant utilization.

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

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

501.3 Task Order Evaluation

The LADWP shall review and evaluate Task Order Proposal Responses that meet the contract specifications and technical requirements, and may consider in detail the following elements in evaluating the Contractor's responses:

- A. Total Fees and Costs
- B. Ability to Meet LADWP's Schedule Requirements

The Contractor meeting the contract specifications with the solution submitted in its Task Order Proposal Response and evaluated to provide the best value to the LADWP will be selected and granted a notice-to-proceed on the Task Order. The LADWP reserves the right to award Task Orders to multiple firms or divide the scope of work of a Task Order Proposal among multiple firms.

501.4 Task Order Approval and Authorization

A Task Order executed by the LADWP's authorized representative(s) as identified in Section 102.1 of this Agreement, or their designee established in writing, shall be delivered to Consultant for execution, consistent with Section 102.1 of this Agreement. The Task Order shall contain the full and

complete Agreement among the Parties regarding the work and services contemplated in the Task Order. The LADWP shall not be liable for payment for Consultant services, work, tasks, deliverables or costs which are performed outside an authorized Task Order.

501.5 Task Order Modifications

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

The Consultant shall notify the LADWP in writing as soon as Consultant becomes aware that the tasks assigned in an authorized Task Order may not be able to be completed for the authorized expenditure amount. In such an event, Consultant shall propose suggested modifications to the Task Order for consideration by the LADWP. The Consultant agrees and acknowledges that failure to provide such notice to the LADWP could result in negative impacts to the LADWP and project completion.

501.6 Prohibited Contributors (Bidders) CEC Form 55

If the information submitted in Prohibited Contributors (Bidders) CEC Form 55 changes after the bid is submitted, the bidder shall amend the form and submit it to the Contract Administrator within ten business days of the change.

ARTICLE VI OWNERSHIP

601. Ownership Rights

It is understood and agreed that the deliverables are being developed by the Consultant for the sole and exclusive use of the LADWP and that the LADWP shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. All work performed by the Consultant on deliverables and any supporting documentation therefor shall be considered as "Works-Made-for-Hire" (as such are defined under the U.S. Copyright Laws and international treaties) and, as such, shall be owned by and for the benefit of the LADWP. The LADWP owns any and all trademarks, patents, copyrights, and any other intellectual property rights for any and all deliverables generated as a result of this Agreement, regardless of the state of completion of said deliverables.

In the event it should be determined that any such deliverables or supporting documentation, or parts thereof, do not qualify as a "Works-Made-for-Hire" the Consultant shall and hereby does transfer and assign to the LADWP for no additional consideration, all rights, title, and interest that it may possess in such deliverables and

documentation including, but not limited to, all copyrights to the work and all rights comprised therein, and all proprietary rights relating thereto. Upon request, the Consultant shall take such steps as are reasonably necessary to enable the LADWP to record such assignment. Further, the Consultant shall contractually require all persons performing under this Agreement, including all subconsultants, to assign to the LADWP all rights, title, and interest, including copyrights to all such "Works-Made-for-Hire."

601.1 Use of Deliverables

The LADWP has the right to use or not use the deliverables and to use, reproduce, re-use, alter, modify, edit, or change the deliverables as it sees fit and for any purpose. If the LADWP determines that a deliverable, or any part thereof, requires correction prior to the LADWP approval, the LADWP has the absolute right to use the deliverable until such time as the Consultant can remedy the identified deficiency.

Any modification or reuse of deliverables without written verification or adaptation by Consultant for the specific purpose intended will be at LADWP's sole risk and without liability or legal exposure to Consultant or to Consultant's subcontractors and subconsultants.

601.2 Execution of Ownership Documents

The Consultant shall sign, upon request, any documents needed to confirm that the deliverables or any portion thereof are "Works-Made-for-Hire" and to effectuate the assignment of its rights to the LADWP.

602. Warrant Against Infringement

The Consultant warrants that the performance of the services by the Consultant or its subconsultants of any tier, pursuant to this Agreement, shall not in any manner constitute an infringement or other violation of any trademark, copyright, patent and/or trade secret of any third party.

603. Subconsultants Subject to This Article VI

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article VI, Ownership. The Consultant shall contractually require all persons performing under this Agreement, including all subconsultants, to assign to the LADWP all rights, title, and interest, including copyrights to all deliverables and other "Works-Made-for-Hire."

604. Survival of Provisions

The provisions of this Article VI, Ownership, shall survive termination and expiration of this Agreement.

- A. The Consultant shall assist the LADWP and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications and assignments relating to deliverables. The Consultant shall sign any applications, upon request, and deliver them to the LADWP. The Consultant shall sign any necessary documents to assure or effectuate such applications and assignments, upon request and deliver them to the LADWP. The LADWP shall bear all expenses that it causes to be incurred in connection with the copyright, trademark, and/or patent protection, provided that the Consultant has complied with the provisions of Section 601.2 of this Agreement.
- B. As part of the Consultant's provision of the services hereunder, the Consultant may utilize pre-existing proprietary works of authorship that have not been created specifically for the LADWP, including without limitation methodologies, templates, and research, as well as, ideas, concepts, know-how, analytical approaches, and analytical processes which have been originated, developed or purchased by Consultant or by third parties under contract to Consultant that have not been created specifically for the LADWP (all of the foregoing, collectively, "Consultant's Information"). For the purposes of this Agreement, Consultant's Information shall remain the sole and exclusive property of the Consultant. The Consultant and the LADWP, including LADWP consultants, shall have the right to use for themselves and other clients the ideas, concepts, and know-how developed during the performance of work and tasks under this Agreement and retained in the unaided memory, provided they do not infringe upon the LADWP's copyright or patent rights as set forth in this Article V, Ownership. The LADWP acknowledges that the Consultant provides consulting and services to other clients, and agrees that nothing hereunder shall be deemed to prevent Consultant from carrying on such business.

**ARTICLE VII
CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

701. Confidentiality

All documents, records, and information provided by the LADWP to the Consultant, or accessed or reviewed by the Consultant, during performance of this Agreement shall remain the property of the LADWP. All documents, records and information provided by the LADWP to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, are deemed confidential. The Consultant agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity (other than Consultant's employees or approved subconsultants necessary to carry out the intent of this Agreement). The Consultant must provide a list of those who have received this information and who are not Consultant's employees.

The Consultant agrees that all documents, records, or other information used or reviewed in connection with the Consultant's work for the LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose.

The Consultant shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession.

701.1 Document Access/Control

- A. The Consultant shall make the confidential information provided by the LADWP to the Consultant, or accessed or reviewed by Consultant during performance of this Agreement, available to its employees, agents and/or subconsultants, only on a need-to-know basis. Further, the Consultant shall provide written instructions to all of its employees, agents and subconsultants, with access to the confidential information about the penalties for its unauthorized use or disclosure.
- B. The Consultant shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal, or other means.
- C. The Consultant shall not remove documents, records, or information used or reviewed in connection with the Consultant's work for the LADWP from LADWP facilities without prior approval from the LADWP. The Consultant shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by the LADWP that are reviewed during work on this Agreement.
- D. The Consultant shall not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records, or other information provided. However, with prior written approval from the LADWP, the Consultant may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
- E. The Consultant shall document and immediately report to the LADWP any unauthorized use or disclosure of confidential information of which the Consultant becomes aware.
- F. The Consultant shall require that all its employees, agents, and subconsultants who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Article VII, Confidentiality and Restrictions on Disclosure, prior to performing work under this Agreement.

701.2 Return of All Documents to LADWP

The Consultant shall, at the conclusion of this Agreement or at the request of the LADWP, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Consultant during the course of work under this Agreement to the LADWP, and all paper and electronic copies thereof provided. However, the Consultant may retain duplicates and originals, as appropriate, of Consultant's administrative communications, records, files, and working papers relating to the services provided by the Consultant pursuant to this Agreement. Consultant shall under no circumstances retain any copies of LADWP financial or LADWP employee or customer confidential data or information.

701.3 Work Product and Deliverable Confidentiality

Any reports, findings, deliverables, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. The Consultant shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law. Notwithstanding the foregoing, the Consultant may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, Consultant does not disclose any non-public information. The Consultant may not release any information, whether or not such information is public information, to the media without prior written approval from the LADWP.

701.4 Subconsultants Subject to This Article VII

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article VII, Confidentiality and Restrictions on Disclosure.

702 Survival of Provisions

The provisions of this Article VII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

703 Reference Checks

To the extent permitted by applicable law, the LADWP may conduct reference checks on the Consultant, its employees, agents, and subconsultants who shall have, or may have, access to LADWP customer, employee, power system, or water system information and data during performance of this Agreement. The Consultant recognizes the highly-sensitive nature of such information and data and agrees to cooperate with the LADWP and provide, to the extent permitted by applicable law, whatever information the LADWP requires in order to conduct reference checks. The LADWP may request changes to Consultant personnel pursuant to Section 403.2 of this Agreement in

response to reference check information, and Consultant shall accommodate such request for personnel changes.

**ARTICLE VIII
TERMINATION AND SUSPENSION**

801. Termination for Convenience

- A. The LADWP may terminate this Agreement, or any part hereof, for its convenience upon giving at least 30 calendar days written notice to the Consultant prior to the effective date of such termination, which date shall be specified in such notice.
- B. After receipt of a notice of termination and except as otherwise directed by the LADWP, Consultant shall:
 - 1. Stop work under the Agreement on the termination effective date and to the extent specified in the notice of termination.
 - 2. Deliver to the LADWP, within ten calendar days after termination, any and all data, reports, other documents, and deliverables, or portions thereof, if any, prepared pursuant to this Agreement, but not already delivered.
 - 3. Transfer title to the LADWP (to the extent that title has not already been transferred) in the manner and at the times and to the extent directed by the LADWP, the work in process, completed work, and other material produced as part of or required in respect to performance of this Agreement.
- C. The amount due Consultant by reason of termination for the LADWP's convenience shall be determined as follows:
 - 1. The Consultant shall be paid on the basis of work completed as set forth in authorized Task Orders after LADWP review and approval of the work.
 - 2. The Consultant shall also be compensated by the LADWP on a percentage completed basis of the applicable deliverables for work in process, when appropriate, in compliance with authorized Task Orders after LADWP review and approval of the work.

802. Termination for Cause

- A. The LADWP may terminate this Agreement for cause by giving the Consultant a written notice of breach. The Consultant shall have ten calendar days from the date of the LADWP's notice of breach to cure, or diligently commence to cure such breach. The LADWP's notice of breach shall include a time and location

for the individuals identified in Section 102.1 of this Agreement to meet and discuss the notice of the breach. Such meeting shall be scheduled within ten calendar days of the date of the notice of breach. If the Consultant is unable or unwilling to cure, or diligently commence to cure, such breach, or meet within the ten-day timeframe, the LADWP may terminate this Agreement anytime thereafter upon providing the Consultant written notice.

- B. If this Agreement is terminated for cause, the Consultant shall comply with Section 801B, above. The LADWP shall pay for the LADWP accepted deliverables, less the amount of any damages incurred as a result of the Consultant's failure to perform its responsibilities under this Agreement.

803. Suspension of Work

The LADWP may orally direct Consultant to suspend, and to subsequently resume performance of all or any of the work. Such LADWP direction shall be confirmed in writing. In the event that the LADWP suspends work, the authorized Task Order scheduled and budget shall be adjusted as appropriate in accordance with the provisions of Section 501.4 of this Agreement.

ARTICLE IX AMENDMENTS AND CHANGES TO THE AGREEMENT

901. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the Consultant, extension of the term, and any increase or decrease in the amount of compensation authorized in Section 301.1 of this Agreement, agreed to by the Parties, shall be incorporated into this Agreement by a written amendment properly executed and signed by the Board of Water and Power Commissioners and the person(s) authorized to bind the Consultant thereto.

Agreement extensions that result in an Agreement term of greater than three years in the aggregate may require City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter "City Charter").

902. Change Requests

902.1 LADWP Change Requests

During the term of this Agreement, the LADWP shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with the work described in Section 401, Services to be Provided by the Consultant, of this Agreement. A "change," as that term is used in this Section means adjustments made within the scope of the services to be provided by the Consultant established in Section 401 of this Agreement, including adjustments to schedule, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 301.1 of this

Agreement. The LADWP shall make a formal written request with respect to each change it desires to make.

902.2 Change Order Development

Within ten calendar days following the Consultant's receipt of LADWP's written change request, the Consultant, at its own expense, shall prepare and deliver to the LADWP a written statement that includes the following:

1. Impact the change would have on existing Consultant service requirements and characteristics;
2. Impact of the change on authorized Task Orders and any other part of this Agreement.

The Consultant may suggest to the LADWP that changes be made to the work within the general scope of the work contemplated in this Agreement. All such suggested changes shall be made in accordance with the provisions of this Section.

Upon the LADWP's review of Consultant's written response to the change request proposal, the LADWP and Consultant shall cooperatively work to develop a change order or administrative amendment. To that end, informal exchanges between the Consultant and LADWP are encouraged to aid in the development of a change order or administrative amendment.

902.3 Change Order Approval and Authorization

Upon approval of the Consultant's written statement prepared pursuant to Section 902.2, the LADWP's authorized representatives as identified in Section 102.1, of this Agreement, or their designee established in writing, the LADWP shall deliver to the Consultant a change order (hereinafter "Change Order Notice" or "Administrative Amendment") for execution, consistent with Section 102.1 of this Agreement. The Change Order Notice or Administrative Amendment shall contain the full and complete agreement among the Parties regarding the modifications to the scope of services to be provided.

903 Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of the exhibit shall control. In the event of any conflict between the following documents, all of which are hereby incorporated by reference into this Agreement, the order of precedence shall be as follows:

- Latest Amendment
- Agreement
- Latest Change Order

- Task Assignment
- Other reference documents
- Response dated December 23, 2014

ARTICLE X DISPUTES

1001. Disputes

1001.1 Dispute Resolution

Both Parties shall agree to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, the LADWP and Consultant shall schedule a meeting of the individuals identified in Section 102.1 in a good faith attempt to resolve the issues in dispute. Such a Dispute Resolution meeting shall be scheduled and held within ten days of written request by either party. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

This Agreement together with the Exhibits hereto completely and exclusively states that the Agreement of the Parties regarding its subject matter. No verbal or written agreement nor conversation with any officer or employee of either Party, including, but not limited to, proposals, emails, and other communications, shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except as provided for in Article IX, Amendments and Changes to the Agreement.

1001.2 Continued Work

The Consultant and the LADWP shall continue to perform work under the Agreement during any dispute.

1001.3 Claim Procedures

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement. Nothing herein shall be construed as a waiver of the claim requirements set forth in Government Code 900 *et. seq.*

**ARTICLE XI
STANDARD PROVISIONS**

1101. Standard Provisions for LADWP Contract

The Consultant shall comply with the *Standard Provisions for Los Angeles Department of Water and Power (LADWP) Professional Service Contracts (Revised April 12, 2013)*, which are attached hereto as **Exhibit E**, and made a part hereof.

In addition, the following are added and made part herein:

1101.1 Cost Estimating

Consultant may be tasked with providing cost estimates for a given project or facility. In the event such an estimate is provided, consultant shall use its best efforts consistent with the standard of care within the industry in providing said cost estimate. However, Consultant shall not be liable for any deviation or discrepancy in relation to actual bid proposals received

1101.2 Limitation of Liability

In no event shall Consultant be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this Agreement, even if advised of the possibility of such consequential damages.

1102. Audit Cost Recovery

If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision of the Standard Provisions PSC-22 for LADWP Professional Service Contracts reveals that the LADWP overpayment to the Consultant is more than five percent of the billings reviewed, the Consultant shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the Consultant to the LADWP within 15 calendar days' notice to the Consultant of the costs and expenses.

1103. Infringement of Intellectual Property Rights

- A. Consultant will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action (hereinafter "Action") against the LADWP, its officers, directors, agents, employees, or affiliates for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trademarks, service marks, and other proprietary information or rights (collectively "Intellectual Property Rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by

the Consultant in the construction of the work under this Agreement; or (2) as a result of the LADWP's actual or intended use under the specifications contained herein by the LADWP of any product furnished by Consultant (hereinafter "Consultant Product"). Consultant Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Consultant also shall indemnify the LADWP against any loss, cost, expense, liability, and damages finally awarded against the LADWP for settlement as a consequence of such Action.

- B. Consultant, however, shall have no liability to the LADWP hereunder with respect to any claim of infringement, which is based upon the combination or utilization of Consultant Product with machines or devices not reasonably anticipated hereunder; or based upon an unintended modification by the LADWP of the Consultant Product furnished hereunder.
- C. In Consultant's defense of the LADWP, negotiation, compromise, and settlement of any such infringement action, the LADWP shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the City Charter, particularly Article II, Sections 271, 272, and 273 thereof.
- D. In addition, if any part of the Consultant Product (a) becomes the subject of an action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, Consultant shall, with the LADWP's consent, do one of the following immediately. Consultant shall at its expense either: i) procure for the LADWP the right to continue using said part of the product; ii) replace the product with a functionally equivalent, non-infringing product; or iii) modify the product so it becomes non-infringing.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the LADWP or diminish the intended benefits and use of Consultant Product by the LADWP under the specifications herein. If Consultant proves to the LADWP's satisfaction that none of option (i), (ii), or (iii) is commercially feasible, Consultant shall instead refund the full purchase price of the product.

- E. Rights and remedies available to the LADWP hereinabove shall survive the expiration or other termination of this Agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.
- F. This Section 1103 shall survive the expiration or other termination of this Agreement.

1104. Avoidance of Conflicts of Interest

Consultant will not accept any employment during the term of the Agreement from any other party if such employment is, could represent, or could lead to a conflict of interest between the LADWP, Consultant, or the other party.

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Section 110X, Avoidance of Conflicts of Interest.

**ARTICLE XII
ENTIRE AGREEMENT**

1201. Complete Agreement

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. No verbal, or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except provided by Article IX, Section 902.1, LADWP Change Request, signed on behalf of the LADWP and Consultant and by their duly authorized representatives. Any purported oral amendment to this Agreement shall have no effect.

1202. Number of Pages and Attachments

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes 34 pages and nine Exhibits, which constitute the complete understanding among the Parties.

1203. Represented by Counsel

Each Party acknowledges that it was represented by counsel in the negotiation and execution of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

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

TETRA TECH, INC.

By: _____
MARCIE L. EDWARDS
General Manager

By: 
DAN L. BATRACK
President

Date: _____

Date: 11-5-15

And: _____
BARBARA E. MOSCHOS
Secretary

By: 
LESLIE L. SHOEMAKER
Executive Vice President
Water, Environment & Infrastructure

Date: 11-5-15

NOTARIAL SEAL
NOV 17 2015
CITY ATTORNEY

EXHIBIT A
Fee Schedule

City Business Tax Registration Certificate Number: 0000697684-0001-6
Internal Revenue Service ID Number: 95-4148514
Agreement Number: 47366F-6

EXHIBIT A

FEE SCHEDULE

**EXHIBIT A
Fee Schedule**

Labor Category	Hourly Rate
Tetra Tech, Inc.	
Project Manager 1	\$195
Project Manager 2	\$207
Senior Project Manager	\$250
Program Manager	\$300
Principal In-Charge	\$310
Engineering Technician	\$37
Engineer 1	\$96
Engineer 2	\$115
Engineer 3	\$130
Project Engineer 1	\$135
Project Engineer 2	\$165
Senior Engineer 1	\$170
Senior Engineer 2	\$175
Senior Engineer 3	\$210
Principal Engineer	\$300
Planner 1	\$104
Planner 2	\$115
Senior Planner 1	\$125
Senior Planner 2	\$151
Senior Planner 3	\$175

**EXHIBIT A
Fee Schedule**

CAD Technician 1	\$65
CAD Technician 2	\$75
CAD Technician 3	\$90
CAD Designer	\$100
Senior CAD Designer 1	\$118
Senior CAD Designer 2	\$145
CAD Director	\$150
Survey Technician 1	\$50
Health & Safety Administrator	\$95
Senior Health & Safety Administrator	\$115
Health & Safety Manager	\$145
Construction Project Rep 1	\$78
Construction Project Rep 2	\$85
Senior Construction Project Rep 1	\$100
Senior Construction Project Rep 2	\$115
Construction Manager 1	\$165
Construction Manager 2	\$185
Construction Director	\$233
Project Assistant 1	\$67
Project Assistant 2	\$75
Project Administrator	\$95
Senior Project Administrator	\$110
Graphic Artist	\$130

**EXHIBIT A
Fee Schedule**

Technical Writer 1	\$97
Technical Writer 2	\$124
Senior Technical Writer	\$155
Systems Analyst / Programmer 1	\$77
Systems Analyst / Programmer 2	\$115
Senior Sys Analyst / Programmer 1	\$130
Senior Systems Analyst / Programmer 2	\$196
Project Analyst 1	\$90
Project Analyst 2	\$114
Senior Project Analyst	\$155
<i>Subconsultant: Alden</i>	
Physical Modeling Engineer	\$166.30
Senior Admin Asst	\$64.51
Principal Hydraulic Engineer	\$161.88
Hydraulic Engineer	\$121.05
Numerical Modeling Reviewer	\$216.99
Senior Structural Engineer	\$173.32
Senior Mechanical Engineer	\$150.61
Laboratory Craftsman	\$70.42
Principal Mechanical Engineer	\$178.67
Senior Mechanical Engineer	\$137.74
Specialist Hydraulic Engineer	\$215.82
Numerical Modeling Engineer	\$142.19
Principal Hydraulic Engineer	\$170.08

**EXHIBIT A
Fee Schedule**

Numerical Modeling Engineer	\$182.65
Senior Hydraulic Engineer	\$119.25
Hydraulic Engineer	\$117.34
Civil Engineer, Staff	\$110.62
Lead, Field Studies	\$218.23
Specialist Hydraulic Engineer	\$187.10
Senior Hydraulic Engineer	\$149.91
Contract Manager	\$225.00
Lab Manager	\$147.37
Hydraulic Engineer 1	\$90.56
Senior Hydraulic Engineer	\$117.04
Hydraulic Engineer 2	\$93.36
Lead, Physical Modeling	\$225.00
Laboratory Craftsman	\$105.80
Senior Hydraulic Engineer	\$130.48
<i>Other Internal Direct Costs:</i>	
CFD Modeling Software (Fluent, FLOW-3D, Star-CCM+)	\$200 per day \$900 per week \$3,500 per month
Transients Analysis Modeling Software (HAMMER)	\$430 per month
Physical Modeling Laboratory Space Rental – active projects	\$2.30 per square foot/per month
Physical Modeling Laboratory Space Rental – storage / delays not caused by Aiden	\$4 per square foot/per month
Laser Doppler Velocimeter (LDV)	\$500 per week

**EXHIBIT A
Fee Schedule**

Acoustic Doppler Velocimeter (ADV)	\$100 per week
Video Production Studio	\$180 per day
Other specialized software or instrumentation	At cost without markup
<i>Subconsultant: Beyaz & Patel, Inc. Consulting Engineers</i>	
Managing Engineer	\$217
Senior Engineer	\$160
Engineer	\$140
CAD Technician	\$117
Clerical/Word Processing	\$68
<i>Subconsultant: CH2M HILL Engineers, Inc.</i>	
Principal Professional	\$243
Senior Professional	\$226
Project Professional	\$192
Associate Professional	\$152
Staff Professional	\$117
Senior Technician	\$115
Technician	\$92
Office	\$75
<i>Subcontractor: Flow Science Incorporated</i>	
Principal Consultant	\$271
Principal Engineer	\$226
Senior Engineer	\$163
Project Engineer III	\$163

**EXHIBIT A
Fee Schedule**

Project Engineer II	\$156
Project Engineer I	\$131
Associate Engineer II	\$113
Managerial	\$163
Administrative	\$92
Clerical	\$60
Intern	\$47
<i>Subconsultant: GANT Architects</i>	
Architect	\$200
BIM Manager	\$200
BIM Mentoring	\$200
BIM Modeling	\$150
Online BIM Mentoring	\$150
<i>Subconsultant: Gillis + Panichapan Architects, Inc.</i>	
Principal	\$175
Project Director	\$145
Project Architect	\$120
Job Captain	\$90
CAD Tech	\$75
Clerical	\$60
<i>Subconsultant: MIA Lehrer + Associates</i>	
President	\$235
Principal	\$160
Senior Associate	\$145

**EXHIBIT A
Fee Schedule**

Associate	\$125
Project Designer	\$100
<i>Subconsultant: O'Day Consultants</i>	
Project Manager	\$183
Project Engineer	\$156
Design Engineer	\$134
AutoCAD Technician	\$126
Word Processing	\$70
2 Man Survey Crew	\$195
1 Man Survey Crew/Survey Chief/Project Surveyor	\$144
Principal	\$240

EXHIBIT B

ALLOWABLE TRAVEL AND LIVING EXPENSES

EXHIBIT B

Allowable Travel and Living Expenses

[NOTE: These rates are as of January 1, 2015]

Expenses for transportation, lodging, subsistence and related items incurred by consultants employed by the Los Angeles Department of Water and Power (LADWP) will be subject to the "50-mile" rule. Under this rule, travel reimbursements will be made only if the destination is farther than 50 miles from Consultant personnel's field or office location to the LADWP work site. Any such travel shall be pre-approved by LADWP and shall be in accordance with the guidelines of this Exhibit B.

All expenditures over \$25 require documentation in the form of an original detailed receipt with the exception of per diem meals. However, receipts for expenditures under \$25 may be requested by the City Controller. No additional mark-up on contractor or subcontractor expenses will be allowed.

LADWP will reimburse Consultant for expenses that include, but not limited to:

1.0 Airfare:

Airfare is limited to coach class only. An itinerary is not acceptable in and of itself. Original receipts for airfare must be submitted. Purchase of a refundable ticket, which is usually more expensive than a non-refundable ticket, must be approved by the LADWP Contract Administrator identified in the Agreement.

2.0 Car Rental:

Car rental is limited to mid-size or smaller car and four-wheel drive with prior LADWP approval. The expense of navigation and insurance will not be reimbursed. Original receipts for car rental and fuel costs must be submitted. Travelers shall fill the gas tank before returning car to avoid fuel surcharges that are not reimbursable.

3.0 Per Diem Allowances – Meals:

- 3.1 A meal allowance rate is established for domestic travel and will include incidental expenses.
- 3.2 The meal allowance rate for domestic travel is \$60 per day for a full day of travel, which includes taxes and reasonable and customary gratuities not to exceed 15 percent. On the first and last day of travel, flight itinerary will be required if the full meal rate is requested.
- 3.3 Meal and incidental allowance will be prorated at 75 percent (\$45) of the daily allowance as follows:
 - 3.3.1 On the first and last day of travel depending on departure/arrival time:
 - 3.3.1.1 The partial meal rate will be paid on the first day of travel for departure times after 2:00 p.m.

EXHIBIT B

Allowable Travel and Living Expenses

3.3.1.2 The partial meal rate will be paid on last day of travel for arrival times prior to 2:00 p.m.

3.3.1.3 When some meals are provided as part of the conference/event.

(NOTE: No meal allowance will be provided when all meals are provided throughout the day by the host or as part of an event/conference.)

3.4 Meal Receipts

3.4.1 Meal receipts are no longer required when claiming the meal allowance. If receipts are provided, the actual amount if less than allowance will be reimbursed.

EXCEPTIONS:

- 1) Receipts are required for grant funded travel where the grantor requires complete documentation of travel expenses; and
- 2) Receipts are required of single meals that cost more than \$25.

4.0 Per Diem Allowance – Hotel/Lodging:

4.1 Since the expense limit varies by county, expense limit shall be pre-approved by LADWP Contract Administrator identified in the Agreement for travel by Consultant to an approved worksite outside of Los Angeles County.

4.2 Zero balance receipt is required. The receipt must include the pre-printed hotel name and address. Lodging expenses up to a maximum limit of \$168.81 per day (Los Angeles County). This should include taxes and tips. Tips and gratuities shall not exceed 15 percent where reasonable and customary.

4.3 Meals and lodging are reimbursable only on working days as reported on timesheets, and payments are subject to the approval of the LADWP Contract Administrator identified in the Agreement.

5.0 Mileage:

Mileage for non-rental car travel will be paid at the standard mileage rate established by the Internal Revenue Service in effect at the time of travel. A Map Quest or similar routing tool is required to document miles driven. The mileage will be calculated using the shortest route. As of January 1, 2015, the reimbursement rate is \$0.575 per mile.

EXHIBIT C

LIST OF SUBCONSULTANTS

EXHIBIT C
List of Subconsultants

The following subconsultants are authorized to work on the Project:

Name	Special Expertise of Firm	Anticipated Task/Service Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
CH2M HILL	Civil, Electrical and Instrumentation, Traffic, Architectural	Civil, Electrical and Instrumentation, Traffic, Architectural	Los Angeles, CA	OBE	30%
Gills Panichapin Architects	Architectural Services	Architectural Services	Costa Mesa, CA	SBE	5%
O'Day Consultants	Civil Engineering	Civil Engineering	Carisbad, CA	SBE	4%
Mia Lehrer + Associates	Landscape Architecture	Landscape Architecture	Los Angeles, CA	SBE	3%
Beyaz & Patel, Inc.	Structural Engineering	Structural Engineering	San Diego, CA	SBE	3%
Flow Science, Inc.	Surge Analysis & CFD Modeling	Surge Analysis & CFD Modeling	Pasadena, CA	SBE	2%
Alden Labs	Physical Modeling of Hydraulic Structures	Physical Modeling of Hydraulic Structures	Holden, MA	OBE	1%
Gant Architects	AutoCAD & Revit	AutoCAD & Revit	Irvine, CA	SBE	1%

* Subconsultant participation is estimated and may be modified to reflect actual services requested.

EXHIBIT D

LIST OF KEY SUBCONSULTANT PERSONNEL

EXHIBIT D
List of Key Consultant Personnel

The following people are designated as Consultant's Key Personnel:

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant/ Experience
Steve Tedesco, PE, BCEE	Program Manager	Principal-in-Charge/Vice President	Irvine, CA	Mr. Steve Tedesco is experienced in the planning, analysis, design, and construction of water supply, water treatment and water distribution and collection systems. He is an expert in the advanced water and wastewater field, including Desalination, Title 22, Microfiltration, Reverse Osmosis, UV Treatment, Nanofiltration and waste disposal projects. Mr. Tedesco has led membrane system design teams and managed complete design and construction of membrane desalination projects and membrane filtration plants.	30/32
Bill Brownlie, PhD	Quality Assurance Manager	Senior Project Manager	Pasadena, CA	Dr. Bill Brownlie has extensive experience in engineering and program management for a wide range of civil and environmental engineering projects. Dr. Brownlie has been involved with management and oversight of major multidisciplinary civil engineering, environmental, and planning investigations.	32/32
Rich Coles	Resource Coordinator	Senior Project Manager	Irvine, CA	Mr. Coles has managed a wide range of large design and construction projects. He has managed the delivery of large design/build projects. He is experienced in managing multiple design teams and construction teams simultaneously. Mr. Coles has managed, risk assessment, constructability reviews, environmental mitigation requirements, value engineering, and delivered complex water conveyance, pumping systems and treatment systems.	<1/30
Tom Epperson, PE.	Recycled Water Facilities/Pump & Regulatory Stations Task Leader	Senior Project Manager	Irvine, CA	Mr. Tom Epperson has been responsible for the preparation of water, wastewater, and reclaimed water master plans; project design reports for various water, wastewater, and reclaimed water facilities; and the planning and design of water, wastewater, and reclaimed water pipelines, along with pump stations and reservoirs.	22/33

EXHIBIT D
List of Key Consultant Personnel

Mark Bush, PE	Pipe & Trunk Lines Task Leader	Senior Project Manager	Irvine, CA	Mr. Mark Bush has been responsible for the completion of over 100 miles of potable water, recycled water and sewer mains, 20 potable water and recycled water pump station and well projects and 14 potable and recycled water reservoirs.	19/19
Ken Berard, PE	Tanks & Reservoirs Task Leader	Senior Project Manager	San Dimas, CA	Mr. Ken Berard has extensive experience in many facets of water/wastewater engineering. Mr. Berard has performed numerous studies ranging from complete water master plans to efficiency studies. His design experience includes preparing plans, specifications, and cost estimates for reservoirs, pump stations, wells, pipelines, chlorination facilities, and pressure reducing facilities.	29/29
Steve Ellis, PE	Treatment & Filtration Task Leader	Senior Project Manager	Irvine, CA	Mr. Steve Ellis' treatment experience includes surface water, groundwater and seawater treatment plants. He has designed both conventional and membrane water treatment plants.	12/35
Cory Heggveit	Recycled Water Facilities / Tanks & Reservoirs Key Support	Project Manager	Irvine, CA	Mr. Cory Heggveit has provided design engineering in various water and wastewater projects including domestic and reclaimed water pipelines, water main replacements, pump stations, reinforced concrete reservoirs, flow control facilities, recycled water customer conversions, and pressure reducing valve vaults.	13/13
Laurence Esguerra, PE	Recycled Water Facilities/Pump & Regulatory Stations Key Support	Project Manager	Irvine, CA	Mr. Laurence Esguerra has provided design engineering in various water and wastewater projects including domestic and reclaimed water pipelines, water main replacements, pump stations, reinforced concrete reservoirs, flow control facilities, and pressure reducing valve vaults.	12/12
Erin Cabanero	Recycled Water Facilities Key Support	Lead Engineer	Irvine, CA	Ms. Erin Cabanero has provided design engineering in various water and wastewater projects: domestic water pipelines, water main replacements, gravity sewer mains, gravity force mains, pump stations, lift stations, reinforced concrete reservoirs, steel tank reservoirs, flow control facilities, and pressure reducing valve vaults.	5/7

EXHIBIT D
List of Key Consultant Personnel

Kyle Bohn, PE	Pipe & Trunk Lines Key Support	Lead Engineer	Irvine, CA	Mr. Kyle Bohn has provided design engineering in various water and wastewater projects: domestic and reclaimed water pipelines, water main replacements, gravity sewer mains, CIPP sewer lining, pump stations, lift stations, reinforced concrete reservoirs, flow control facilities, and pressure reducing valve vaults.	8/8
Molly Jewett, PE	Pipe & Trunk Lines Key Support	Lead Engineer	Irvine, CA	Ms. Molly Jewett has provided design engineering in various water and wastewater projects: domestic and reclaimed water pipelines, water main replacements, gravity sewer mains, pump stations, lift stations, reinforced concrete reservoirs, flow control facilities, and pressure reducing valve vaults.	9/9
Corey Hess, PE	Pump & Regulatory Stations Key Support	Project Manager	Irvine, CA	Mr. Corey Hess has experience in the design and master planning of water, wastewater, and recycled water pipelines, pump stations and reservoirs. He has led the design and performed project management tasks on pump station, pipeline, master planning and hydraulic analysis reports.	2/12
Mike Tsoi, PE	Tanks & Reservoirs Key Support	Lead Engineer	Irvine, CA	Mr. Mike Tsoi has over 22 years of professional experience in water, wastewater, and recycled water engineering. Mr. Tsoi has been responsible for the planning and design of water, wastewater, and recycled water pipelines along with pump stations, flow control facilities, reservoirs and site improvements.	24/24
Jill Hudkins, PE	Treatment & Filtration Key Support	Senior Project Manager	Irvine, CA	Ms. Jill Hudkins' experience includes engineering analyses, master planning, computer modeling, design, permitting, construction administration, and project technical assignments on a variety of water and wastewater projects. In recent years, Ms. Hudkins' project experience has been focused in the design and construction of membrane filtration and membrane separation processes.	15/20

EXHIBIT D
List of Key Consultant Personnel

Kara Buttacavoli, PE	Treatment & Filtration Key Support	Project Manager	Irvine, CA	Ms. Kara Buttacavoli has over 17 years of experience in analysis, design, and construction management for various types of public works projects including, but not limited to, water treatment, water pipeline distribution systems, water booster pump stations, reservoirs, hydraulic analysis, storm drainage systems, and site improvement design.	17/17
Joe Dietz, PE, SE, LEED AP	Civil Engineering	Project Manager	Irvine, CA	Mr. Joe Dietz has well rounded experience in civil and structural engineering stemming from his involvement in a variety of residential, commercial, educational and federal projects. His experience includes work on both public and private jobs of varying sizes and construction material types. Mr. Dietz's civil engineering experience includes design of water transmission systems, water distribution systems, street and storm drain improvements and grading activities varying from mass grading to final precise grading plans.	10/12
Crisna Raymond, PE	Civil Engineering	Lead Engineer	Irvine, CA	Ms. Crisna Raymond has 18 years of engineering experience in water/wastewater and transportation. Her experience in water/wastewater design includes pressure and gravity pipelines, wells, pump stations, water treatment plants and reservoirs.	12/18
Dale Wah, PE, SE	Structural Engineering	Senior Project Manager	San Dimas, CA	Mr. Dale Wah is experienced in prestressed, poured in place, and tilt up concrete, masonry, steel, and wood frame design and construction. Mr. Wah has been involved in the design of a number of multi-story office buildings, school buildings, industrial warehouses, single family residential and condominium units, institutional facilities, pump stations, steel and concrete reservoirs, storm drainage structures, and underground vaults for both public agencies and private developments. He has been involved in the design of dozens of prestressed concrete highway bridges over rivers, flood control channels, and interstate highways.	34/38

EXHIBIT D
List of Key Consultant Personnel

David Kuang, PE, SE	Structural Engineering	Project Manager	San Dimas, CA	Mr. David Kuang has over 26 years of experience in structural engineering design, including structural analysis of schools, water reservoirs, custom residential homes, retaining structures, box culverts, and bridges. Mr. Kuang is knowledgeable in the structural design of all construction materials, including structural steel and reinforced concrete design, both conventionally reinforced and prestressed. He has a comprehensive knowledge of seismic retrofit design coupled with extensive experience in conducting on-site assessments and evaluations of earthquake damaged structures. Mr. Kuang also has design experience in both concrete and masonry tilt-up retrofit construction.	26/26
Victor Ramirez, PE, SE	Structural Engineering	Project Manager	San Dimas, CA	Structural engineering design experience with special emphasis in the design of water storage/water containment and water conveyance related structures. This includes reservoirs, water/wastewater treatment plants, booster pump stations, flow control facilities, pressure reducing stations and pipelines. His experience also includes the design of a wide variety of other types of structures, including buildings, bridges and storm drainage related structures.	26/33
Mazen Kassar, PE	Electrical & Instrumentation	Senior Project Manager	Irvine, CA	Mr. Mazen Kassar has more than 24 years of experience in electrical engineering and industry standard that include electrical engineering staff management, project management, construction management and supervision, water and wastewater treatment, petro-chemical design, and environmental soil and groundwater treatment.	5/24
Aaron Czerniak, PE	Electrical & Instrumentation	Lead Engineer	Irvine, CA	Mr. Aaron Czerniak has experience in electrical engineering analysis and design of power distribution systems, motor controls, instrumentation, and control schemes for water, wastewater, solar photovoltaic, and airport projects.	1/7

EXHIBIT D
List of Key Consultant Personnel

Richard Hensel, PE	Electrical & Instrumentation	Project Manager	Bothell, WA	Mr. Richard Hensel is an electrical and controls systems engineer with 22 years of experience in energy management, municipal and industrial projects. His electrical and controls design experience includes local and overseas projects involving power transmission, generation and distribution, lighting, and equipment power. His controls design experience includes projects utilizing Programmable Logic Controllers (PLCs), communications networks, database servers, and graphics stations for process monitoring and control.	8/22
Luke Ramirez, PE, LEED AP	Mechanical Engineering	Project Manager	Denver, Co	Mr. Ramirez, Professional Engineer, has provided clients with a variety of HVAC and plumbing designs as well as life cycle assessment of systems and products. His projects have included HVAC and Plumbing designs for municipal, industrial, and commercial facilities, Construction Administration services for wastewater plants	8/8
Peter Kim, PE, PTOE	Traffic Engineering	Project Manager	Irvine, CA	Mr. Peter Kim has over 23 years of experience in transportation and traffic engineering. His project experience includes numerous traffic signal designs, street lighting plans, ramp-metering plans, traffic monitoring stations, signing and striping plans, traffic control plans for major freeway projects, and traffic impact studies for various developments.	25/25
Marcel Bodsky, RA	Architectural Services	Senior Project Manager	Seattle, WA	Mr. Marcel Bodsky experience designing multi-building facilities is extensive and spans throughout the Northwest. His experience with public works infrastructure is extensive, and includes rail and bus transit facilities, parking garages and maintenance facilities.	18/32
James Christopher, PE	Quality & Constructability Review	Senior Project Manager	Orlando, FL	Mr. James Christopher is highly qualified in environmental engineering, with special expertise in water resources; water quality; reverse osmosis, pumping system analysis/station design; hydraulic analysis; pipeline design; wastewater collection, treatment, effluent reuse/ utilization/ disposal; facility planning; construction and administration and overall project administration and coordination.	22/32

EXHIBIT D
List of Key Consultant Personnel

Scott Lopian	Quality & Constructability Review	Project Manager	Irvine, CA	Mr. Scott Lopian has nearly 20 years of experience in Project Management, Construction Management, Resident Engineering, Field Engineering, Design and Construction Inspection for public works capital improvement projects, industrial, commercial, and residential projects alike. Years of specialty experience comes from within the engineering and construction of heavy civil infrastructure projects, including reservoirs, pump stations, water/wastewater treatment plants, and pipelines.	1/20
Kevin Cramer	Cost Estimating	Senior Project Manager	Langhorne, PA	Mr. Kevin Cramer has experience in the performance of project estimating, project management, and project engineering activities. Project management and project engineering responsibilities include onsite supervision of operators, laborers, teamsters, equipment operation, and subcontractors for remediation projects.	17/18
Don Petrie	Cost Estimating	Lead Engineer	Morris Plains, NJ	Mr. Donald Petrie brings to the team experience in Quality and Constructability Review for all heavy/civil and industrial projects. His responsibilities include reviewing estimates prepared by others including and providing sound advice to Project and Program Managers as to Change Orders and difficult heavy construction matters.	7/41
Simon Lee, PE	Hydraulic Modeling	Staff Engineer	San Dimas, CA	Mr. Simon Lee has performed numerous studies ranging from complete water master plans to efficiency studies. His design experience includes preparing plans, specifications, and cost estimates for sewers, reservoirs, pipelines, water wells and pressure reducing facilities.	12/12
Mark Wilf, PhD	Membrane Filtration	Project Manager	San Diego, CA	Dr. Mark Wilf provides expertise to the engineering and scientific community worldwide and participates in professional forums defining future directions for membrane technology and application development.	10/46

EXHIBIT D
List of Key Consultant Personnel

Jarret Kinslow, PE	Membrane Filtration	Project Manager	Orlando, FL	Mr. Jarret Kinslow serves as a project manager in the utility division and has participated in many aspects of environmental engineering including treatability studies, pilot testing, design, permitting, construction administration, data analysis, and planning.	14/14
Mauricio Argente, RLA, QSD, QSP	Landscape Architecture	Senior Project Manager	San Luis Obispo, CA	Mr. Mauricio Argente has over 22 years of combined planning and engineering experience in both the public and private sectors. Mr. Argente's main strength is leading complex multi-disciplinary projects given his previous experience as a city planner, a landscape architect, and project manager of teams of engineers and scientists.	13/22
Peter Skopek, PhD, PE, GE	Geotechnical	Senior Project Manager	Diamond Bar, CA	Dr. Peter Skopek has more than 25 years of professional experience in geotechnical engineering including extensive experience with liner design using geosynthetic materials.	25/25
Russ Wojtaszek	AutoCAD & Revit	Senior CADD/REVIT Drafter	Irvine, CA	Mr. Russ Wojtaszek has over 26 years of CADD experience covering architectural, electrical, roadway, highway, traffic, freeway, and water/wastewater design using both MicroStation and AutoCAD (CADD).	22/28
CH2M Hill					
Fred Soroushian, PE	Recycled Water Facilities Key Support/ UV Disinfection	Senior Project Manager	Santa Ana, CA	Mr. Fred Soroushian has participated in numerous engineering studies, design projects, and construction activities. His experience includes the full range of project engineering, from initial conception to final design, and construction of reclaimed water treatment, transmission, and distribution facilities.	28/34
Jeff Smith, PE	Pipe & Trunk Lines Key Support	Senior Project Manager	Fresno, CA	Mr. Jeff Smith has more than 28 years of experience managing, planning, and designing water and wastewater supply development, distribution, and collection system projects. His strong working knowledge of many design aspects enhances his ability to manage multidisciplinary projects. Mr. Smith has managed more than 50 projects involving pipelines, pump stations and reservoirs related to raw and potable water systems.	25/28

EXHIBIT D
List of Key Consultant Personnel

Adam Murduk, PE	Pipe & Trunk Lines Key Support	Senior Project Manager	Salt Lake City, UT	Mr. Adam Murduk's experience includes project management and the design of water conveyance and transmission systems, hydraulic structures, stormwater and sanitary sewer systems, and water resources master planning. He performs pipeline alignment and routing studies, hydraulics, transient and surge analyses, survey and mapping, environmental compliance, permitting, cost estimates, construction schedules, and construction management.	15/19
Ulysses Fandino, PE	Pipe & Trunk Lines Key Support	Senior Project Manager	Santa Ana, CA	Mr. Ulysses Fandino is a civil engineer with 16 years of experience as project manager and engineer in planning, design, and construction of water pipelines and sanitary sewer projects. His expertise also includes master planning and condition assessment for gravity sewers and storm drains, design of potable water pipelines, trenchless design of sanitary sewers via bore-and-jack and pilot-tube microtunneling, sanitary sewer rehabilitation, potholing utilities, and permitting.	14/16
Tony Naimey, PE	Pump & Regulatory Stations Key Support	Senior Project Manager	Santa Ana, CA	Mr. Tony Naimey has over 25 years of experience in preliminary and detailed design of water pumping stations, flow control facilities, pressure reducing facilities, large-diameter pipeline design, low head hydro turbine systems, and water treatment plant facilities. His facilities design experience includes preparation of detailed drawings and specifications, mechanical equipment selection, layouts of piping and valves, hydraulic and cavitation analysis of pumping equipment and control valves, piping systems design and analysis of hydraulic transient problems in large-diameter pipelines.	12/25
Patrick Burke	Pump & Regulatory Stations Key Support	Senior Project Manager	Seattle, WA	Mr. Patrick Burke has 33 years of experience assisting municipalities and industries with complex infrastructure projects, spanning all aspects of project planning, permitting, design, construction, and commissioning.	12/33

EXHIBIT D
List of Key Consultant Personnel

Steven Tidwell, PE	Tanks & Reservoirs Key Support	Senior Project Manager	Tucson, AZ	Mr. Steven Tidwell has served as project manager and project engineer in the planning, design, and construction of large utility infrastructure projects, including water distribution and transmission pipelines, water and wastewater pump stations, water storage facilities, water treatment facilities, and groundwater recharge facilities.	1/20
Mark Randall, PE	Tanks & Reservoirs Key Support	Senior Project Manager	Redding, CA	Mr. Mark Randall has over 35 years of experience in structural design for water and wastewater applications, including water-holding structures, irrigation structures, dams, retaining walls, pipelines, and detention basins. He also has extensive experience in rehabilitating existing concrete structures and designing structures associated with intakes, pump stations, and fish screening and fish passage facilities.	35/35
David Jones, PE	Treatment & Filtration Key Support	Senior Project Manager	Los Angeles, CA	Mr. David Jones has 34 years of experience in drinking water, recycled water, stormwater, and wastewater projects. He has spent the last 24 years specializing in water engineering throughout California.	13/34
Dennis Smith, PE	Treatment & Filtration Key Support	Senior Project Manager	Los Angeles, CA	Mr. Dennis Smith has managed all phases of water-related projects, including feasibility studies, conceptual (schematic) and preliminary design studies, final design, construction support services, startup testing, and initial operation. Mr. Smith has extensive experience in the preliminary design and final design of water treatment plants treating surface waters and he brings extensive experience in applying membrane processes (microfiltration, ultrafiltration, and reverse osmosis) to treat brackish groundwaters, surface waters, and recycled waters.	13/42
Randy Denton, EE	Electrical & Instrumentation	Senior Project Manager	Santa Ana, CA	Mr. Randy Denton's experience includes studies and design of electric utility systems, including industrial systems; serving as lead electrical design engineer on major electrical and multidisciplinary municipal and industrial projects; and participating in training the firm's electrical engineers and technicians.	38/43

EXHIBIT D
List of Key Consultant Personnel

Kurt Vollmers, EE	Electrical & Instrumentation	Project Manager	Redding, CA	Mr. Kurt Vollmers brings 20 years of experience performing electrical and instrumentation and control (I&C) design for water and wastewater projects, including conveyance and fish passage projects.	23/20
Carmen Quan, PE	Mechanical Engineering	Project Manager	Santa Ana, CA	Ms. Carmen Quan has 27 years of experience as a senior mechanical and process engineer whose responsibilities include design management and the design of systems involving physical/chemical and biological treatments, membrane (Zenogem and reverse osmosis) technologies, UV disinfection systems, digester gas systems, solids handling facilities, chemical feed systems, pump stations, piping networks, and HVAC systems, as well as municipal energy conservation projects. Her technical expertise includes energy applications such as cogeneration and heat recovery systems.	27/27
Qingshan Wang, PE	Mechanical Engineering	Project Manager	Santa Ana, CA	Mr. Qingshan Wang has 32 years of experience in a broad range of mechanical engineering and process design projects, including plant and equipment design, process design, equipment and instrument specifications, process equipment selections, and plant piping designs.	15/32
William Breedlove, PE	Chemical Engineering	Project Manager	Santa Ana, CA	Mr. William Breedlove has 36 years of experience as a senior project manager, construction manager (U.S. Navy) and senior process/remediation engineer working for private, industrial, state, and federal clients. Twenty-three years of his experience have been in project management and process engineering support of design, construction, and operation of site remediation projects including soil and groundwater treatment processes, as well as Resource Conservation and Recovery Act (RCRA) facility decommissioning projects.	10/36

EXHIBIT D
List of Key Consultant Personnel

Mike Grigorieff, PE	Chemical Engineering	Project Manager	Santa Ana, CA	Mr. Mike Grigorieff has experience in water and wastewater treatment system engineering and design in the municipal, industrial and chemical industries. His expertise includes project management; regulatory compliance; permitting; process and design engineering; construction oversight, troubleshooting, pilot plant studies, and process development; and evaluation of design and operational alternatives. His broad base of experience includes theoretical and practical application of technologies to environmental and wastewater problems.	29/39
Jim Roldan, PE	Traffic Engineering	Project Manager	Santa Ana, CA	Mr. Jim Roldan has led or played a key role in numerous large-scale transportation and traffic engineering projects. His experience includes transportation planning, transportation systems analysis, and production of traffic signal, traffic handling, signal interconnect, and signing/stripping plans.	8/16
Richard Fornelli, PE	Quality & Constructability Review	Senior Project Manager	San Diego, CA	Mr. Richard Fornelli has experience as project manager, resident inspector, and design engineer.	40
Rod Jackson, PE	Corrosion	Senior Project Manager	Sacramento, CA	Mr. Rod Jackson is a corrosion specialist with 38 years of experience in corrosion control. He has broad experience in corrosion control for many types of facilities, including plants, pipelines, and structures.	40/40
Andy Freitas, PE	Compressed Natural Gas Facilities	Senior Project Manager	Phoenix, AZ	Mr. Andy Freitas is an experienced maintenance project manager and facility engineer experienced in all phases of project implementation, including programming, needs assessment, conceptual layouts, schematic design and design development, equipment selection, detailed final design, cost estimating, and construction support services.	14/39
Anthony Marquez, PE	Compressed Natural Gas Facilities	Senior Project Manager	Denver, CO	Mr. Anthony Marquez has over 20 years of combined experience in project management, operations, process, and mechanical engineering in the oil and gas, utility, power, and agricultural industries.	29

EXHIBIT D
List of Key Consultant Personnel

Armin Munévar, PE	Hydraulic Modeling	Senior Project Manager	San Diego, CA	Mr. Armin Munévar is responsible for developing and implementing frameworks for evaluating climate change impacts on water resource systems, assessing system vulnerabilities, and developing adaptation strategies.	14/20
James Lozier, PE	Membrane Filtration	Senior Project Manager	Phoenix, AZ	Mr. James Lozier specializes in the application of membrane processes for water treatment, water reuse, and desalinization as well as treatment processes used in association with the application of membrane processes for these end uses, including coagulation, clarification, oxidation, and various chemical treatments.	26/33
Ufuk Erdal, PhD, PE	Membrane Filtration	Project Manager	Santa Ana, CA	Dr. Ufuk Erdal's expertise includes process design of wastewater, water reuse and membrane facilities, retrofit of wastewater treatment plants to biological nutrient removal, wastewater treatability and digestibility studies, capacity evaluation of wastewater treatment plants using desktop evaluation and field testing, full- and pilot-scale demonstration of innovative treatment alternatives for reuse and wastewater applications, concentrate management and treatment.	13/16
Kevin Nielson, PhD	Surge Analysis	Project Manager	Corvallis, OR	Mr. Kevin Nielson has 31 years of experience in fluid mechanics, hydraulic design, hydrology studies, and environmental water resources project planning related to wastewater and water conveyance and collection. He has worked on feasibility studies and final design of projects for municipal wastewater treatment and water supply, storm drainage, flood control, hydroelectric power development, dams, hydraulic structures, irrigation, stream stabilization, and transportation projects.	31/31
Richard Riker, PE,GE	Dams	Senior Project Manager	Birmingham, AL	Mr. Richard Riker is a skilled in soil and foundation engineering, marine projects such as port and harbors, and offshore projects such as deep water intakes.	37/37

EXHIBIT D
List of Key Consultant Personnel

Curt Basnett, PE,GE	Geotechnical	Project Manager	Santa Ana, CA	Mr. Curt Basnett's wide breadth of experience began over 30 years ago as an engineering technician for a leading geotechnical engineering and materials testing firm. His combined experience includes field and laboratory soil testing, field explorations, inspections and oversight services, in situ soil testing and sampling, pile load testing (static and dynamic) landfill siting and design, seismic evaluations, embankment, retaining wall, impoundment, and foundation design, and civil design.	26/30
Andrew Finney, PE	Geotechnical	Project Manager	Sacramento, CA	Mr. Andrew Finney has 20 years of geotechnical engineering and hydrogeologic experience involving intakes, pipelines, tunnels, structures, retaining walls and water-holding embankment design for levees, canals, and impoundments. His experience includes analysis of soft ground and rock tunneling, settlement, soil deflection analyses, site surcharge and preload design, seepage analysis, stabilization of slopes and walls using tiebacks and soil nails, excavation support systems, and deep foundation design.	16/20

[Note: all Labor categories listed should also appear on Exhibit A Fee Schedule. Any subconsultant personnel that are key to the Project should also be included in this Exhibit]

EXHIBIT E

**STANDARD PROVISIONS FOR
DEPARTMENT OF WATER AND POWER
PROFESSIONAL SERVICES CONTRACTS**

EXHIBIT E
Standard Provisions for Los Angeles Department of Water and Power
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PSC-1 Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly against the LADWP or the Consultant. The word "Consultant" herein and in any amendment hereto includes the Party or Parties identified in this Agreement wherein this Exhibit is incorporated by reference; the singular shall include the plural; if there shall be more than one Consultant herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of feminine, masculine, or neuter gender shall be deemed to include the genders not used.

PSC-2 Number of Originals

The number of original texts of this Agreement shall be equal to the number of the Parties hereto, one text being retained by each Party.

PSC-3 Applicable Law, Interpretation, Enforcement and Severability

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers compensation, and licensing laws which affect employees. Consultant shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

If any part, term or provision of this Agreement shall be held invalid, void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions shall not be affected or impaired thereby.

The provisions of this section shall survive the expiration or termination of this Agreement.

PSC-4 Time of Effectiveness

Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:

- (a) This Agreement has been signed on behalf of the Consultant by the person(s) authorized to bind Consultant hereto.

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- (b) This Agreement has been approved by the City Council or by the Board, inclusive of City Council review period, officer, or employee authorized to give such approval.
- (c) The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.
- (d) This Agreement has been signed on behalf of the LADWP by the person designated by the Board, officer or employee authorized to enter into this Agreement.

PSC-5 Integrated Agreement

This Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements and understandings, whether written or oral, relating hereto. This Agreement may be amended only as provided for in paragraph PSC-6.

PSC-6 Amendment

All amendments hereto shall be in writing and signed on behalf of both Parties by the persons authorized to bind the Parties hereto.

PSC-7 Excusable Delays

In the event that performance on the part of any Party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said Party, none of the Parties shall incur any liability to the other Parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder shall include, but are not limited to, acts of God or of the public enemy; insurrection; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; to the extent that they are not caused by the Party's willful or negligent acts or omissions, and to the extent that they are beyond the Party's reasonable control.

PSC-8 Breach

Except for excusable delays as defined in PSC-7, if any Party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation, warranty, certification or other statement made by it be untrue, any aggrieved Party may avail itself of all rights and remedies, at law or equity, in the courts of law.

PSC-9 Waiver

A waiver of a default of any part, term, or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A Party's performance after the other Party's default shall not be construed as a waiver of that default.

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PSC-10 Independent Consultant

The Consultant is acting hereunder as an independent contractor and not as an agent or employee of the LADWP or the City of Los Angeles, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The Consultant, including Consultant's subconsultants, suppliers, employees, and agents, shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the LADWP for any purpose whatsoever. The Consultant shall not be entitled to any LADWP or City of Los Angeles benefits, including but not limited to, vacation, sick leave, Workers' Compensation, or pension.

PSC-11 Prohibition Against Assignment or Delegation

The Consultant may not, unless it has first obtained the written permission of the LADWP:

- (a) Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

Such permission may be withheld at the LADWP's sole discretion for any reason or no reason at all since the award of this Agreement was based upon the personal services to be provided by the Consultant.

PSC-12 Licenses and Certifications

The Consultant and its officers, agents, and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Consultant's performance hereunder and shall pay any fees required therefor. Such licenses, permits, certifications shall be specific to the State of California or regional regulatory agencies, as applicable to Consultant's services, work, task, and deliverables pursuant to this Agreement. Consultant agrees to immediately notify the LADWP of any suspension, termination, lapse, non-renewal, or restriction of such licenses, permits, certifications, or other documents.

PSC-13 Non Discrimination/Equal Employment Practices/Affirmative Action

Non Discrimination and Equal Employment Practices

The Consultant shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, sex, age, or physical handicap. The Consultant shall comply with the terms of the "Non-Discrimination and Equal Employment Practices" (two pages) affidavit.

Affirmative Action Plan *[if the contract is for Non-Construction services and is estimated at \$100,000, use the following clause]*

Consultant shall have an Affirmative Action Plan on file with the Director of Supply Chain Services. Consultant shall comply with the requirements of the City of Los Angeles and shall comply with the terms of the "Affirmative Action Plan" (three pages) affidavit.

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An Affirmative Action Plan shall be in effect and on file with LADWP for the duration of the contract period.

Affirmative Action Plan *[if the contract is for **Construction services** and is estimated at \$5,000, use the following clause]*

The Consultant shall have an Affirmative Action Plan on file with the Director of Supply Chain Services. The Consultant shall comply with the requirements of the City of Los Angeles and shall comply with the terms of the "Affirmative Action Plan" (five pages) affidavit.

An Affirmative Action Plan shall be in effect and on file with the LADWP for the duration of the contract period.

PSC-14 Claims for Labor and Materials

The Consultant shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against the LADWP or City of Los Angeles or any of their respective property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-15 Los Angeles City Business Tax Registration Certificate Required

The Consultant represents that it has obtained and presently holds a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Section 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-16 Bonds

Duplicate copies of all bonds which may be required hereunder shall conform to the LADWP requirements established by Los Angeles City Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17 Indemnification Provisions

Indemnification for Design Professionals Relating to Construction Contracts Relative to California Civil Code Section 2782

Except for the sole negligence or willful misconduct of the LADWP, Consultant undertakes and agrees to defend, indemnify and hold harmless the LADWP, the City of Los Angeles, including but not limited to

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any of its boards, commissioners, officers, agents, employees, assigns and successors in interest (hereinafter, collectively, "Indemnitees") from and against any and all suits and causes of action, claims, losses, demands, penalties, judgments, costs, expenses and disbursements of any kind or nature whatsoever, including but not limited to attorney's fees (including allocated costs of internal counsel) and costs of litigation, damage, obligation or liability of any kind or nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to negligence, recklessness or willful misconduct of the Consultant, or negligent non-performance, or negligent breach of this Agreement, including but not limited to any such negligent act, error or omission or recklessness, or willful misconduct by or of the Consultant or Consultant's officers, employees, agents or subconsultants of any tier, that results in death or injury to any person, or damage or destruction to property of any kind, or loss of use (hereinafter, collectively, "Indemnified Liabilities"). The provisions of this paragraph shall survive expiration or termination of this Agreement, and shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part, Consultant shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

Indemnification for Non-Design Professionals

Except for the gross negligence or willful misconduct of the LADWP, the Consultant undertakes and agrees to defend, indemnify and hold harmless the LADWP, the City of Los Angeles, including but not limited to any of its boards, commissioners, officers, agents, employees, assigns and successors in interest (hereinafter, collectively, "Indemnitees") from and against any and all suits and causes of action, claims, losses, demands, penalties, judgments, costs, expenses and disbursements of any kind or nature whatsoever, including but not limited to attorney's fees (including allocated costs of internal counsel) and costs of litigation, damage, obligation or liability of any kind or nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to performance, non-performance or breach of this Agreement, or willful misconduct or any other act, error or omission by or of the Consultant or Consultant's officers, employees, agents or subconsultants of any tier, including but not limited to any such act, error or omission or willful misconduct that results in death or injury to any person, including but not limited to Consultant, Consultant's officers, employees, agents, and subconsultants of any tier, or damage or destruction to property of any kind, of either Party hereto, or of third Parties, or loss of use (hereinafter, collectively, "Indemnified Liabilities"). The provisions of this paragraph shall survive expiration or termination of this Agreement, and shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part because they are violative of any law or public policy, Consultant shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

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PSC-18 Insurance

A. General Statement

Acceptable evidence of required insurance, from insurers acceptable to the LADWP, is required to be submitted by the Consultant and must be maintained current by the Consultant throughout the term of this Agreement. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any agreement for services rendered, and in order to commence work under this Agreement.

B. Applicable Terms and Conditions

1. Additional Insured Status Required

Consultant shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, the LADWP, the Board, and all of their respective officers, employees and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Consultant's acts or omissions in its performance of this Agreement, hereunder or other related functions performed by or on behalf of Consultant. Such insurance shall not limit or qualify the liabilities and obligations of the Consultant assumed under this Agreement.

2. Severability of Interests and Cross Liability Required

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverage) shall contain a Severability of Interest and Cross Liability clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Liability Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

3. Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by the LADWP where liability arises out of or results from the acts or omissions of Consultant, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Consultant. Any insurance carried by the LADWP which may be applicable shall be deemed to be excess insurance and the Consultant's insurance is

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primary for all purposes despite any conflicting provision in the Consultant's policies to the contrary.

4. Deductibles Subject to LADWP's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the LADWP (hereinafter referred to as "Risk Manager"). The LADWP shall have no liability for any premiums charged for such coverage(s). The inclusion of the LADWP, its board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Consultant in its operations.

5. Proof of Insurance for Renewal or Extension Required

At least ten days prior to the expiration date of any of the policies required on the attached Contract Requirement page, documentation showing that the insurance coverage has been renewed or extended shall be filed with the LADWP. If such coverage is canceled or reduced in coverage, Consultant shall, within 15 days of such cancellation or reduction of coverage, file with the LADWP evidence that the required insurance has been reinstated or provided through another insurance company or companies.

6. Submission of Acceptable Proof of Insurance and Notice of Cancellation

Consultant shall provide proof to the Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of LADWP's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverage shall be filed with the LADWP prior to Consultant beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverage, the date the protection begins for the LADWP, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least 30 calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB Room 340, Los Angeles, California 90051-0100.

7. Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, Consultant shall, at the policy expiration date following completion of work, provide

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evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three years discovery period has been purchased on the expiring policy at least for the agreement under which the work was performed.

8. Failure to Maintain and Provide as Cause for Termination

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

9. Periodic Right to Review/Update Insurance Requirements

The LADWP and Consultant agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Consultant to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. The LADWP reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

10. Specific Insurance Requirements

See **Exhibit F**, "Contract Insurance Requirements – Los Angeles Department of Water and Power."

C. Worker's Compensation

By signing this Agreement, Consultant hereby certifies that it is aware of the provisions of Section 3700 et. seq., of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during performance of the work pursuant to this Agreement.

PSC-19 Child Support Policy

The Consultant and any subconsultant(s) must fully comply with all applicable State and Federal employment reporting requirements for the Consultant's and any subconsultant(s)' employees. The Consultant and any subconsultant(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Consultant and any subconsultant(s) must certify that the principal owner(s) thereof (any person who owns an interest of ten percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Consultant and any subconsultant(s) must certify that such compliance will be maintained throughout the term of this Agreement.

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Failure of the Consultant and/or any subconsultant(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under this Agreement. Failure of the Consultant and/or any subconsultant(s) or principal owner(s) thereof to cure the default within 90 calendar days of notice of such default by the LADWP shall subject this Agreement to termination.

The Consultant will contractually require all subconsultants performing services under this Agreement to comply with the provisions of this section.

PSC-20 Service Contract Worker Retention Ordinance and Living Wage Policy

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time.

1. CONSULTANT assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
2. CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONSULTANT shall receive and retain on file the executed pledges from each such Subcontractor within 90 days of the execution of the Subcontract. CONSULTANT'S evidence of executed pledges from each such Subcontractor shall fully discharge the obligation of CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the City.
4. Any Subcontract entered into by the CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and SCWRO.

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5. CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONSULTANT has violated provisions of the LWO and the SCWRO or both.

Whereunder the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than \$12 per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

PSC-21 Americans with Disabilities Act

The Consultant hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Consultant will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Consultant will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability. Any subcontract entered into by the Consultant, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-22 Standard Provisions for Los Angeles Department of Water and Power Professional Service Contracts – Retention of Records, Audit, and Reports (revised October 16, 2007)

Consultant shall maintain, and shall cause Consultant's subconsultants and suppliers as applicable to maintain all records pertaining to the management of this Agreement and, related subcontracts, and performance of services pursuant to this Agreement, in their original form, including but not limited to,

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reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this Agreement. If the Consultant, the Consultant's subconsultants and/or suppliers are required to submit cost or pricing data in connection with this Agreement, the Consultant must maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by the LADWP personnel or by the LADWP's agents (herein after "Authorized Auditors"), for a period of not less than four years following final payment made by the LADWP hereunder or the expiration date of this Agreement, whichever is later.

The Consultant shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at the Consultant's offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the Consultant on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The Consultant shall not, however, be required to furnish the Authorized Auditors with commonly available software.

Consultant, and the Consultant's subconsultants and suppliers, as applicable to the services provided under this Agreement, shall be subject at any time with 14 calendar days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For Consultants that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, the Consultant will be provided 15 calendar days to review the Authorized Auditor's examination results or audit and respond to the LADWP prior to the examination's or audit's finalization and public release.

If the Authorized Auditor's examination or audit indicates the Consultant has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the Consultant to the LADWP within 15 calendar days of notice to the Consultant of the identified overpayment.

The Consultant shall contractually require all subconsultants performing services under this Agreement to comply with the provisions of this section by inserting this provision PSC--22 in each subconsultant contract and by contractually requiring each subconsultant to insert this provision PSC-22 in any of its

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subconsultant contracts related to services under this Agreement. In addition, Consultant and subconsultants shall also include the following language in each subconsultant contract:

“The Los Angeles Department of Water and Power is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of the Los Angeles Department of Water and Power. The designation of the Los Angeles Department of Water and Power as a third party beneficiary of the audit provision shall not confer any rights or privileges on Consultant, subconsultant or any other person/entity.”

The provisions of this section shall survive expiration or termination of this Agreement.

PSC-23 Discount Terms

Consultant agrees to offer the LADWP any discount terms that are offered to its best customers for the goods and services at the same level and volume to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24 Consultant Responsibility

By signing this Agreement, the Consultant pledges, under penalty of perjury, to comply with all applicable federal, state, and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which effect employees. The Consultant further agrees to provide written notice to the LADWP within 30 calendar days after being notified or acquiring knowledge of the following: 1) that any government agency has initiated an investigation which may result in a finding that the Consultant, or any of its subconsultants of any tier, is not in compliance with any applicable federal, state, and local laws in the performance of this Agreement; 2) all findings by a government agency or court of competent jurisdiction that the Consultant, or any of its subconsultants of any tier, has violated any applicable federal, state, and local laws.

Further, by signing this Agreement, the Consultant pledges, under penalty of perjury, that the Consultant has not been found by a court of competent jurisdiction to have violated the California or Federal False Claims Act with an act of moral turpitude or committed a crime involving moral turpitude. The Consultant further agrees to notify the LADWP within 30 calendar days of any adverse finding by a court of competent jurisdiction related to the Consultant’s violation of the California or Federal False Claims Act with an act of moral turpitude or committed a crime involving moral turpitude.

The Consultant shall contractually obligate all Consultant subconsultants to comply with all applicable federal, state, and local laws in the performance of this Agreement and report any governmental agency investigations or violations of such applicable federal, state, and local laws or violations of the California or Federal False Claims Act to the LADWP, consistent with the provisions of this Section.

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PSC-25 Warranty and Responsibility of Consultant

Consultant warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances.

PSC-26 Small, Disabled Veteran, Minority, Women, and Other Business Enterprise Outreach

Consultant agrees and obligates itself to utilize the services of Small, Disabled Veteran, Minority, Women, and Other Business Enterprise firms on a level so designated in this Agreement, if any. Consultant shall not change any of these designated subconsultants, nor shall Consultant reduce their level of effort, without prior written approval of the LADWP, provided such approval shall not be unreasonably withheld.

PSC-27 Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by Consultant or Consultant's subconsultants under this Agreement shall be and remain the property of the LADWP for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Agreement.

PSC-28 Los Angeles Department of Water and Power's Recycling Policy

The Consultant shall submit all written documents on paper with a minimum of 30 percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to the LADWP.

PSC-29 Taxpayer Identification Number (TIN)

The Consultant represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

PSC-30 Beneficiaries

This Agreement is intended only for the benefit of the Parties hereto and does not, nor shall be interpreted to, create any rights in any nonsignatory to this Agreement.

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PSC-31 Consultant's Successors and Assigns

All indemnifications and warranties provided by the Consultant pursuant to this Agreement will be assumed by and binding upon the Consultant's successors and assigns. The provisions of this paragraph shall survive expiration or termination of this Agreement.

PSC-32 Attorney's Fees and Costs

Both Parties hereto agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this paragraph shall survive expiration or termination of this Agreement.

PSC-33 Equal Benefits Ordinance

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

1. During the performance of the Contract, the CONSULTANT certifies and represents that the CONSULTANT will comply with the EBO. The CONSULTANT agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, CONSULTANT will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922."

2. The failure of the CONSULTANT to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
3. If the CONSULTANT fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
4. Failure to comply with the EBO may be used as evidence against the CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
5. If the Bureau of Contract Administration determines that a CONSULTANT has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the CONSULTANT in actions taken pursuant to

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the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

PSC-34 Contractor Responsibility Program

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONSULTANT further agrees to:

1. Notify the awarding authority within 30 calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract;
2. Notify the awarding authority within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance;
3. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within 30 calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

PSC-35 Bidder Campaign Contribution and Fundraising Restrictions

In accordance with the City of Los Angeles Charter Section 470(c)(12) and related ordinances, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a bid to the LADWP until either the contract is awarded or, for successful bidders, 12 months after the contract is executed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

The Consultant shall comply with the City Ethics Commission's "CEC Form 55" (three pages) affidavit. The affidavit requires bidders to identify their principals, their subcontractors performing \$100,000 or

EXHIBIT E
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more in work on the contract, and the principals of those subcontractors. Consultants shall also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Consultants who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

PSC-36 Municipal Lobbying Ordinance

The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than \$25,000 and a term of at least three months, shall comply with the City Ethics Commission's "CEC Form 50" (one page) affidavit. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the City Ethics Commission's website at http://ethics.lacity.org/PDF/laws/law_mlo.pdf. Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

PSC-37 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all Consultants entering into, or renewing contracts with the LADWP for goods and services estimated at \$1,000,000 or more shall complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-38 Background Check Certification Requirement (If applicable)

The Contractor shall (1) perform the required background checks of all designated principals, employees and/or subcontractors of the Contractor; and (2) not assign principals, employees and/or subcontractors of the Contractor convicted of any felony or offense of moral turpitude, or for whom other derogatory information has been found pursuant to criteria set forth in this Agreement or any attachment hereto (including, without limitation, Background Check Certification) shall result in irreparable harm to LADWP and, at LADWP's option, the immediate termination for breach of contract without opportunity to cure, without liability on the part of LADWP.

Contractor agrees to submit a statement along with any invoices or billing associated with this Agreement which certifies that all work performed under this Agreement at critical facilities as designated by LADWP to Contractor was conducted by persons for whom background checks have been conducted and who do not have disqualifying background information in their histories pursuant to this section.

Contractor is advised that submission of a false claim for payment to LADWP may subject Contractor to liability under the California False Claims Act (Cal. Gov't Code Sec. 12650 et seq.). In addition, any failure to comply with the background procedures as required by this section may be considered in connection with future contracting opportunities with LADWP. The following specific language in the invoices/bills is acceptable: "Contractor certifies that all work performed for which this invoice/bill is submitted which

EXHIBIT E
Standard Provisions for Los Angeles Department of Water and Power
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required access to critical facilities as designated by LADWP was performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses of moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between Contractor and LADWP) has been found."

None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate it for damages caused by the contractor's failure to comply with this section.

PSC-39 Contractor Performance Evaluation

The LADWP will evaluate and record the Contractor's overall performance to determine whether the Contractor is fulfilling its obligations on the current contract and to assess the Contractor's suitability to perform work for the LADWP in the future. Contractors are required to meet critical contract provisions including, but not limited to, timely shipment and delivery of goods, completeness of delivered goods, quality of delivered goods, accuracy of billing, and conformance to the terms and conditions of the contract. If such conditions are breached, consistent with the terms of the contract, the Director of Supply Chain Services may terminate the contract for poor performance and may also debar the Contractor from doing business with the LADWP for a period up to five years.

END OF STANDARD PROVISIONS

EXHIBIT F

**CONTRACT INSURANCE REQUIREMENTS
DEPARTMENT OF WATER AND POWER**

CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER
For Contractors, Service Providers, Vendors, and Tenants

Agreement/Activity/Operation: Req. # 110891 Professional & Technical Services - Various
 Reference/Agreement: CERTIFICATE ACCEPTABLE
 Term of Agreement: _____
 Contract Administrator and Phone: Alls M. Pruett - 70451
 Buyer and Phone Number: TBD

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

PER OCCURRENCE LIMITS

- WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability:** (\$1,000,000.00)
- | | |
|---|---|
| <input checked="" type="checkbox"/> Broad Form All States Endorsement | <input type="checkbox"/> US L&H (Longshore and Harbor Workers) |
| <input type="checkbox"/> Jones Act (Maritime Employment) | <input type="checkbox"/> Outer Continental Shelf |
| <input checked="" type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Black Lung (Coal Mine Health and Safety) |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- AUTOMOBILE LIABILITY:** (\$1,000,000.00)
- | | |
|---|--|
| <input checked="" type="checkbox"/> Owned Autos | <input type="checkbox"/> Any Auto |
| <input checked="" type="checkbox"/> Hired Autos | <input checked="" type="checkbox"/> Non-Owned Auto |
| <input type="checkbox"/> Contractual Liability | <input checked="" type="checkbox"/> Additional Insured |
| <input type="checkbox"/> MCS-90 (US DOT) | <input type="checkbox"/> Trucker's Form |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Other: _____ |
- GENERAL LIABILITY:** Limit Specific to Project Per Project Aggregate (\$1,000,000.00)
- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Broad Form Property Damage | <input checked="" type="checkbox"/> Contractual Liability | <input checked="" type="checkbox"/> Personal Injury |
| <input checked="" type="checkbox"/> Premises and Operations | <input checked="" type="checkbox"/> Products/Completed Ops. | <input type="checkbox"/> Independent Contractors |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Garagekeepers Legal Liab. | <input type="checkbox"/> Child Abuse/Molestation |
| <input type="checkbox"/> Corporal Punishment | <input type="checkbox"/> Collapse/Underground | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Watercraft Liability | <input type="checkbox"/> Pollution | <input checked="" type="checkbox"/> Addition Insured Status |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Airport Premises | <input type="checkbox"/> Hangarkeepers Legal Liab. |
| <input type="checkbox"/> Marine Contractors Liability | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- PROFESSIONAL LIABILITY:** (\$1,000,000.00)
- | | | |
|--|---|---|
| <input type="checkbox"/> Contractual Liability | <input checked="" type="checkbox"/> Waiver of Subrogation | <input checked="" type="checkbox"/> 3 Year Discovery Tail |
| <input type="checkbox"/> Additional Insured | <input type="checkbox"/> Vicarious Liability Endt. | <input type="checkbox"/> Other: _____ |
- AIRCRAFT LIABILITY:** ()
- | | | |
|---|--|---|
| <input type="checkbox"/> Passenger Per Seat Liability | <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Hull Waiver of Subrogation |
| <input type="checkbox"/> Pollution | <input type="checkbox"/> Additional Insured | <input type="checkbox"/> Other: _____ |
- PROPERTY DAMAGE:** Loss Payable Status (AOIMA) ()
- | | | |
|---|---|---|
| <input type="checkbox"/> Replacement Value | <input type="checkbox"/> Actual Cash Value | <input type="checkbox"/> Agreed Amount |
| <input type="checkbox"/> All Risk Form | <input type="checkbox"/> Named Perils Form | <input type="checkbox"/> Earthquake: _____ |
| <input type="checkbox"/> Builder's Risk:\$_____ | <input type="checkbox"/> Boiler and Machinery | <input type="checkbox"/> Flood: _____ |
| <input type="checkbox"/> Transportation Floater:\$_____ | <input type="checkbox"/> Contractors Equipment\$_____ | <input type="checkbox"/> Loss of Rental Income: _____ |
| <input type="checkbox"/> Scheduled Locations/Propt. | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- WATERCRAFT:** ()
- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> Protection and Indemnity | <input type="checkbox"/> Pollution | <input type="checkbox"/> Additional Insured |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- POLLUTION:** ()
- | | | |
|--|---|---|
| <input type="checkbox"/> Incipient/Long Term | <input type="checkbox"/> Sudden and Accidental | <input type="checkbox"/> Additional Insured |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Contractor's Pollution | <input type="checkbox"/> Other: _____ |
- CRIME:** Joint Loss Payable Status Additional Insured ()
- | | | |
|--|---|--|
| <input type="checkbox"/> Fidelity Bond | <input type="checkbox"/> Financial Institution Bond | <input type="checkbox"/> Loss of Monies/Securities |
| <input type="checkbox"/> Employee Dishonesty | <input type="checkbox"/> In Transit Coverage | <input type="checkbox"/> Wire Transfer Fraud |
| <input type="checkbox"/> Computer Fraud | <input type="checkbox"/> Commercial Crime | <input type="checkbox"/> Forgery/Alteration of Docs. |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ | |
- ASBESTOS LIABILITY:** Additional Insured ()

EXHIBIT G

STATEMENT OF WORK

EXHIBIT G STATEMENT OF WORK

1.0 Background

LADWP's Water System has an annual capital improvement project (CIP) budget exceeding \$500 million. Projects in the CIP include pump stations, regulator stations, compressed natural gas fueling facilities, large diameter water pipelines, filtration facilities, treatment facilities, tanks, dams, and reservoir floating covers. In order to effectively manage and complete the numerous projects within the CIP, LADWP requires a combination of dedicated "in-house" design personnel and Contractor personnel to perform detailed engineering design and analysis within all the major design disciplines. It is also anticipated that layout and design expertise will be required for development of a new water system yard. This yard will include a five level parking garage, a weld shop for fleet repair, an office building for water pipeline construction workers, a warehouse, a meter shop and a two story water quality lab. In addition, the Water System is also in the process of renovating and retrofitting existing facilities.

2.0 Project Objectives

LADWP seeks to secure proposals from qualified firms to provide as-needed professional and technical civil, structural, traffic, chemical, mechanical, and electrical engineering and architectural design support services on current and future Water System projects. Contractor services will augment LADWP's staff in performing work required to provide reliable water service.

The successful firms will assist the Water System in carrying out its Capital Improvement Program via completion of tasks assigned on an as-needed basis. The LADWP anticipates that the Contractors selected may not have the in-house staff or capabilities to perform all areas of work listed in this RFP and subcontracting of portions of the work may be necessary.

3.0 Scope of Work

The Contractor(s) shall provide professional engineering, architectural planning, designing, drafting, and support services on an as-need basis. The selected Contractors must be proficient and competent in all subject areas listed in this section. The Contractor(s) may demonstrate proficiency through either the use of Contractor resources or through subcontractors.

The Contractor's staff would normally work from their local home office or, depending on assignment, may be required to work at the John Ferraro Building (JFB), 111 North Hope Street, Los Angeles, California 90012 or in LADWP satellite offices within a 25-mile radius of the JFB.

4.0 Detailed Technical Requirements (Contractor Requirements)

Work under the subsequent agreements shall be authorized using the Task Management System described in Article V, Task Order Development and Approval, of Section Four of this Agreement.

EXHIBIT G STATEMENT OF WORK

The professional staff available through the Contractor(s), or Subcontractors, shall include the following design disciplines: civil, structural, traffic, chemical, mechanical, electrical, and architectural. Assignments under the subsequent agreements may include the following services, but not limited to:

- A. Design and Drafting Services:** This may include providing professional and technical support staff under the direct supervision of the LADWP's staff, or providing professional and technical services under the direct supervision of the Contractor's staff. Work will include the preparation of project engineering design and analysis, plans, specifications, as-built records, and construction documents and reports. All work will be subject to the review and approval of LADWP staff.
- B. Technical Expertise:** This may include providing subject matter expertise to evaluate new design methods, materials, construction methods and materials, equipment evaluations, and expertise in design of special facilities such as water quality laboratory design, Arc Flash Hazard Analysis, HMI/PLC programming for SCADA systems, surge analysis, landscape architecture and arborist, hydraulic modeling utilizing both H2O Net (AutoCad) platform and Info Water (Arc GIS) platform, Computational Fluids Dynamic Study (CFDs), physical modeling as well as best practices for design standards.
- C. Independent Cost Estimates:** This may include preparation of preliminary and detailed cost estimates for various capital improvement projects during the design and procurement process.
- D. Construction Engineering Support:** This may include review of construction contracts, submittals for projects designed by Contractor personnel, and review of technical submittals regarding construction activities.
- E. Design Management Support:** This may include the preparation, review, and analysis of preliminary and detailed design schedules for various capital improvement projects using Microsoft Project and Primavera.
- F. Traffic Control Plans:** This may include providing professional and technical support staff under the direct supervision of LADWP's staff, or the Contractor's staff, to prepare design plans and drawings, which are then subject to the review and approval of LADWP staff, the Los Angeles Department of Transportation, and the California Department of Transportation.
- G. Permitting:** This may include the identification, processing and obtaining of required permits.
- H. Reports:** This may include feasibility, evaluation and analysis of proposed project or conceptual studies, all subject to the review and approval of LADWP staff.
- I. Field Investigations:** This may include field investigations of current or proposed projects, obtaining utility records, and data acquisition.

EXHIBIT G STATEMENT OF WORK

- J. **Studies:** This may include water utility best practices of condition assessment studies and master plan development.
- K. **Engineering Applications Support:** This may include mentoring and training in AutoCAD, REVIT, capital program reporting systems, as well as best practices for drafting standards

Note: The Contractor shall use Water System standards for reports and drawings. This Microsoft Word and Excel (the latest version) for documents or reports and AutoDesk AutoCAD 2010/2014/2015 and REVIT 2013/2014/2015 for computer-aided drawings.

LADWP personnel may directly supervise personnel provided under the Agreements for certain assignments. All work shall conform to all applicable codes and regulations of governing agencies. All documents, drawings, and electronic files produced shall become the property of the LADWP.

Technical staff available through the Contractor(s), or Subcontractors, shall also include the following: Field Engineers, Drafting Technicians/Designers, and Computer Support specialists.

4.1 Location of the Firm

For ease of communication with the LADWP, the Contractor shall have an office in the greater Los Angeles area with staff available to work on site at LADWP's facilities.

4.2 LADWP-Furnished Property

LADWP may require in a specific Task Assignment that the Contractor and/or its Subcontractor(s) to perform work at LADWP office. In such cases, LADWP will furnish the Contractor with office space facilities, material support, and general office equipment. Land-line telephones(s), and Internet service will be provided upon request. Cellular and/or other wireless services will not be provided.

5.0 Reporting

The Contractor shall provide the Contract Administrator with written monthly progress updates of its activities. The monthly progress update shall include, but not be limited to, status of each task (including the percentage of each task that has been completed), expenditures for each task, balance remaining for each task, and the level of SBE/DVBE participation for each task.

Additionally, at the end of each task, as well as at the end of the Agreement, the Contractor shall provide the Contract Administrator with a written report detailing the summary of the most significant work completed, expenditures for the work completed, timeline, and levels of SBE/DVBE participation. Included in the report should be the benefits of the services rendered realized by LADWP.

EXHIBIT H
BACKGROUND CHECK CERTIFICATION

EXHIBIT H
BACKGROUND CHECK CERTIFICATION

1. The Contractor shall (1) perform the required background checks of all designated principals, employees and/or subcontractors of the Contractor; and (2) not assign principals, employees and/or subcontractors of the Contractor convicted of any felony or offense of moral turpitude, or for whom other derogatory information has been found pursuant to criteria set forth in this Agreement or any attachment hereto (including, without limitation, the attachment entitled "Background Check Certification," if attached). Failure to perform either (1) or (2) above or any other requirement of this section shall result in irreparable harm to LADWP and, at LADWP's option, the immediate termination for breach of contract without opportunity to cure, and without liability on the part of LADWP.

2. Contractor agrees to submit a statement along with any invoices or billing associated with this Agreement which certifies that all work performed under this Agreement at critical facilities as designated by LADWP to Contractor was conducted by persons for whom background checks have been conducted and who do not have disqualifying background information in their histories pursuant to this section.
Contractor is advised that submission of a false claim for payment to LADWP may subject Contractor to liability under the California False Claims Act (Cal. Gov't Code Sec. 12650 et seq.). In addition, any failure to comply with the background procedures as required by this section may be considered in connection with future contracting opportunities with LADWP. The following specific language in the invoices/bills is acceptable: "Contractor certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses of moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between Contractor and LADWP) has been found."

3. None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate it for damages caused by the contractor's failure to comply with this section.

EXHIBIT H
BACKGROUND CHECK CERTIFICATION

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

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

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

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

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

NO DEROGATORY INFORMATION WAS FOUND ON THE FOLLOWING INDIVIDUALS:

Person Performing Screening Services Date

Executive Management of Company Date Name of the Company

EXHIBIT I

CONFIDENTIALITY AGREEMENT
FOR LADWP PROPRIETARY INFORMATION

EXHIBIT I
CONFIDENTIALITY AGREEMENT
FOR LADWP PROPRIETARY INFORMATION

A. Confidentiality

All documents, records, and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement shall remain the property of LADWP. All documents, records and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, are deemed confidential. The Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all documents, records, or other information used or reviewed in connection with the Contractor's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Contractor shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession.

B. Document Access/Control

1. The Contractor shall make the confidential information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and /or subcontractors, only on a need-to-know basis. Further, the Contractor shall provide written instructions to all of its employees, agents and subcontractors, with access to the confidential information about the penalties for its unauthorized use or disclosure.
2. The Contractor shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
3. The Contractor shall not remove documents, records, or information used or reviewed in connection with the Contractor's work for LADWP from LADWP facilities without prior approval from LADWP. The Contractor shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by LADWP that are reviewed during work on this Agreement.
4. The Contractor shall not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records, or other information. Provided however, with prior written approval from LADWP, the Contractor may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
5. The Contractor shall document and immediately report to LADWP any unauthorized use or disclosure of confidential information of which the Contractor becomes aware.

EXHIBIT I
CONFIDENTIALITY AGREEMENT
FOR LADWP PROPRIETARY INFORMATION

6. The Contractor shall require that all its employees, agents, and subcontractors who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Confidentiality Agreement, prior to performing work under this Agreement.

C. Return of All Documents to LADWP

The Contractor shall, at the conclusion of this Agreement or at the request of LADWP, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Contractor during the course of work under this Agreement to LADWP, and all paper and electronic copies thereof. Provided however, the Contractor may retain duplicates and originals, as appropriate, of Contractor's administrative communications, records, files, and working papers relating to the services provided by the Contractor pursuant to this Agreement.

D. Work Product and Deliverable Confidentiality

Any reports, findings, deliverables, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. The Contractor shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law. Notwithstanding the foregoing, the Contractor may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, the Contractor does not disclose any non-public information. The Contractor may not release any information, whether or not such information is public information, to the media without prior written approval from LADWP.

E. Subcontractors Subject to the Confidentiality Agreement

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Confidentiality Agreement.

Bidder has caused their duly authorized representative to execute this Agreement as follows:

Date: 11/10/2015

Signature: 
Steve Tedesco

Firm: Tetra Tech, Inc

Title: Senior Vice President