

PROFESSIONAL SERVICES AGREEMENT

Consultant: **URS Corporation Americas**

Subject: **Van Norman Complex Projects
Geotechnical Services**

Agreement Number: **47804**

TABLE OF CONTENTS

ARTICLE I INTRODUCTION

- 101. Parties to the Agreement**
- 102. Representatives of the Parties and Service of Notices**
 - 102.1 Authorized Representatives
 - 102.2 Service of Notices
- 103. Purpose of the Agreement**
- 104. Definitions**
 - 104.1 Terminology
 - 104.2 Acronyms

ARTICLE II TERM OF THE AGREEMENT

- 201. Term of the Agreement**
 - 201.1 Extension Options
- 202. Time is of the Essence**

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

- 301. Compensation**
 - 301.1 Not-to-Exceed Amount
 - 301.2 Authorized Expenditures
- 302. Allowable Fees and Costs**
 - 302.1 Reimbursement of Subconsultant Costs
 - 302.2 Reimbursement of Travel Expenses
 - 302.3 Other Reimbursable Expenses
 - 302.4 Conditions for Payment of Overtime
 - 302.5 Taxes
- 303. Method of Payment**
 - 303.1 Required Invoice Information
 - 303.2 Time-and-Material Task Order Invoices
 - 303.3 Fixed-Price Task Order Invoices
 - 303.4 Notice of Items Not Approved for Payment
 - 303.5 Timely Invoicing
 - 303.6 Maximum Authorized Amount

ARTICLE IV SERVICES TO BE PROVIDED

- 401. Services to be Provided by the Consultant**
 - 401.1 Scope of Services
 - 401.2 Office in the Greater Los Angeles Area
 - 401.3 Errors and Omissions
 - 401.4 Industry Standard of Care

- 401.5 Additional Services
- 401.6 Safety and Noninterference
- 401.7 Deliverables
- 401.8 Schedules
- 401.9 Progress Reporting by Task Order
- 401.10 Supplier Diversity Monthly Records of Participation
- 401.11 Job Opportunities and Training Program
- 401.12 Protection of Persons and Property
- 401.13 Operation of Department Equipment
- 401.14 Drawing Quality and Standards
- 401.15 Signed and Sealed with Appropriated Legal Registration
- 401.16 Review of Consultant's Deliverables
- 401.17 Review of Consultant's Documents
- 402. Department Responsibilities**
 - 402.1 Department Responsibilities
 - 402.2 Data Provided by the Department
 - 402.3 Access Provided by the Department
 - 402.4 Department Approval of Work
- 403. Consultant Personnel**
 - 403.1 Key Consultant and Subconsultant Personnel
 - 403.2 Unavailability of Key Consultant and Subconsultant Personnel
 - 403.3 Removal of Consultant and Subconsultant Personnel
- 404. Consultant Use of Subconsultants**
 - 404.1 Department Preapproval of Subconsultants
 - 404.2 Subconsultant Subcontracting
 - 404.3 Agreement Provisions Applicable to Subconsultants
 - 404.4 Copies of Consultant's Subconsultant Contracts

ARTICLE V TASK ORDER DEVELOPMENT AND APPROVAL

- 501. Request for Task Proposal**
- 502. Task Order Proposal**
- 503. Task Order Development**
- 504. Task Order Approval and Authorization**
- 505. Task Order Modifications**

ARTICLE VI OWNERSHIP

- 601. Ownership Rights**
 - 601.1 Use of Deliverables
 - 601.2 Execution of Ownership Documents
- 602. Warrant Against Infringement**
- 603. Subconsultants Subject to This Article VI**
- 604. Assist the Department**
- 605. Use of Preexisting Proprietary Works**

- 606. Use of Acquired Knowledge**
- 607. Survival of Provisions**

ARTICLE VII

CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

- 701. Confidentiality**
 - 701.1 Document Access/Control
 - 701.2 Return of All Documents to the Department
 - 701.3 Work Product and Deliverable Confidentiality
 - 701.4 Subconsultants Subject to This Article VII
- 702. Reference Checks**
- 703. Survival of Provisions**

ARTICLE VIII

TERMINATION AND SUSPENSION

- 801. Termination for Convenience**
- 802. Termination for Cause**
- 803. Suspension of Work**

ARTICLE IX

AMENDMENTS AND CHANGES TO THE AGREEMENT

- 901. Amendments**
- 902. Change Requests**
 - 902.1 Department Change Requests
 - 902.2 Change Order Development
 - 902.3 Change Order Approval and Authorization
- 903. Order of Precedence**

ARTICLE X DISPUTES

- 1001. Disputes**
 - 1001.1 Dispute Resolution
 - 1001.2 Continued Work
 - 1001.3 Claim Procedures

ARTICLE XI

STANDARD PROVISIONS

- 1101. Standard Provisions for Department Contract**
- 1102. Audit Cost Recovery**
- 1103. Infringement of Intellectual Property Rights**
- 1104. Conflict of Interest**
- 1105. Labor Laws**

**ARTICLE XII
ENTIRE AGREEMENT**

- 1201. Complete Agreement**
- 1202. Number of Pages and Attachments**
- 1203. Represented by Counsel**

EXHIBITS

- Exhibit A. Standard Provisions for Department of Water and Power Professional Service Contracts**
- Exhibit B. Consultant and Subconsultant Labor Rates and Fees**
 - URS Corporation Americas**
 - AMEC Geomatrix Consultant Inc.**
 - BC2 Exploration Corporation**
 - Belshire Environmental Services, Inc.**
 - Dot.dat.inc**
 - Environmental Geotechnical Laboratory, Inc.**
 - FPA Underground, Inc.**
 - GEI Consultants, Inc.**
 - GEOVision**
 - Jacobs Associates**
 - Ninyo & Moore**
 - Northwest Hydraulics Consultants**
 - Tri-County Drilling, Inc.**
 - Weck Laboratories, Inc.**
 - William Lettis & Associates, Inc.**
- Exhibit C. Allowable Travel, Transportation, and Lodging Expenses**
- Exhibit D. Services to be Provided**
- Exhibit E. LARWQIP Conceptual Plan/Business Case (DRAFT)**
- Exhibit F. Van Norman Complex Water Quality Master Plan**
- Exhibit G. Van Norman Complex Storm Water Capture Program**
- Exhibit H. LADWP Subcontractor Tracking Form**
- Exhibit I. Organization Chart**
- Exhibit J. List of Key Consultant and Subconsultant Personnel**
- Exhibit K. Master List of Subconsultants**

AGREEMENT NUMBER 47804
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
URS CORPORATION AMERICAS

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 the “Department” or “LADWP”), and URS Corporation Americas, a full-service geotechnical engineering and consulting firm (hereinafter the “Consultant”). Individually, Department and Consultant are referred to under this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Department is seeking Consultants to provide geotechnical services, dam/reservoir safety, staff development, and related services to the Water System for the Van Norman Complex Projects (Projects) including the Los Angeles Reservoir Water Quality Improvement Project and other modifications and improvements needed to provide safe and reliable water and power, primarily in and around the Van Norman Complex (VNC) and consistent with the VNC Water Quality Master Plan, and the VNC Storm Water Capture Program; and

WHEREAS, on November 8, 2007, the Department issued Request for Proposals No. RFP171-08 (RFP) seeking proposals from qualified firms/organizations to provide professional engineering services; and

WHEREAS, the Department evaluated the proposals submitted in response to the RFP, interviewed firms/organizations, contacted references, and selected the Consultant as being one of two qualified firms for the Projects Geotechnical Services; and

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

WHEREAS, pursuant to City Charter Section 1022, the services covered under this Agreement can be performed more feasibly by the Consultant than by City employees based on the following findings: (1) there are insufficient existing City employees with the knowledge and skills necessary to perform the professional and laboratory testing services work, and additional staff cannot be employed and trained in a timely manner to meet LADWP’s needs; (2) the field drilling services work is of intermittent nature; and (3) expert independent review is needed to meet the requirements of the Projects.

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 Department, having its principal office at 111 North Hope Street, Los Angeles, California 90012-2607.
- B. The Consultant, URS Corporation Americas., a full-service geotechnical engineering and consulting firm, having its corporate headquarters located at 600 Montgomery Street, 26th Floor, San Francisco, California 94111-2728, and having a local office at 915 Wilshire Boulevard, Suite 700, Los Angeles, California 90017-3437.

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 Department's Authorized Representative is:

Dr. Craig A. Davis
Geotechnical Engineering Group Manager
Water Engineering & Technical Services Division
Los Angeles Department of Water and Power
111 N. Hope Street, Room 1368
Los Angeles, California 90012-2607

- B. The Consultant's Authorized Representatives are:

Mr. Wolfgang Roth
Vice President and Principal-in-Charge
URS Corporation Americas
915 Wilshire Boulevard, Suite 700
Los Angeles, California 90017-3437

And

Mr. Michael Smith
Project Manager
URS Corporation Americas
2020 East First Street, Suite 400
Santa Ana, California 92705-4032

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.

- A. Any notice, demand, and communication directed to the Department, unless otherwise stated in the Agreement, shall be delivered to:

Dr. Craig A. Davis
Geotechnical Engineering Group Manager
Water Engineering & Technical Services Division
Los Angeles Department of Water and Power
111 N. Hope Street, Room 1368
Los Angeles, California 90012-2607
Telephone: (213) 367-0855
Facsimile: (213) 367-3792

Or if sent by mail to:

Dr. Craig A. Davis
Geotechnical Engineering Group Manager
Water Engineering & Technical Services Division
Los Angeles Department of Water and Power
P.O. Box 51111, Room 1368
Los Angeles, California 90051-5700

- B. Any notice, demand, and communication directed to the Consultant shall be delivered to:

Mr. Wolfgang Roth
Vice President and Principal-in-Charge
URS Corporation Americas
915 Wilshire Boulevard, Suite 700
Los Angeles, California 90017-3437
Telephone: (213) 996-43437
Facsimile Number: (213) 996-2290

With Copies to:

Mr. Michael Smith
Project Manager
URS Corporation Americas
2020 East First Street, Suite 400
Santa Ana, CA 92705-4032
Telephone: (714) 648-2836
Facsimile Number: (714) 973-4062

If the name or address of the above person(s) 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 (5) business days of said change.

103. Purpose of the Agreement

The purpose of this Agreement is to utilize the Consultant to provide geotechnical services, dam/reservoir safety, staff development, and related services for the Projects, including the Los Angeles Reservoir Water Quality Improvement Project, and other modifications and improvements needed to provide safe and reliable water and power, primarily in and around the VNC and consistent with the VNC Water Quality Master Plan, and the VNC Storm Water Capture Program.

104. Definitions

104.1 Terminology

Key terms used in this Agreement are defined as follows:

Agreement

Agreement to perform the services for the Projects Geotechnical Services, including all Exhibits, Table of Contents, Attachments, and any subsequent written modifications. The words “Agreement” and “Contract” shall have the same meaning.

Authorized Representative

The representatives of the respective Parties authorized to administer this Agreement as identified in Section 102.1, Authorized Representatives.

Board

The Board of Water and Power Commissioners of the City of Los Angeles, a five-member panel charged with oversight of operations of the Department.

Consultant

The person, firm, corporation, partnership, or joint venture to whom an Agreement is awarded and has the legal authority to enter into such Agreement and bind the entity to the terms of the Agreement.

Contract

Synonymous with Agreement.

Contract Administrator

The designated Department personnel to assist the Department's Authorized Representative administer the Agreement with the exception of Task Order and Change Order Notice approval. The Contract Administrator receives all invoices and invoice-related documents directly. All other formal notices, demands, and communications are delivered to the Department's Authorized Representative.

Contractor

Synonymous with Consultant.

Deliverables

Deliverable products shall include, but are not limited to, preparation of drawings, plans, reports, specifications, calculations, field notes, boring logs, and any other documents and services needed for the investigation, testing, evaluation, analysis, design, inspection, construction support, monitoring, geotechnical management, staff development, or related tasks necessary to complete the work. Deliverable products may also include the providing of training, reviews, recommendations, independent expert-consulting advice, testimony, attendance of hearings and meetings, or other similar service as needed and requested in a Task Order Proposal to meet the requirements and services for this Agreement.

Department

Whenever reference is made to the "Department" or "LADWP," it shall mean Los Angeles Department of Water and Power, P.O. Box 51111, Los Angeles, California 90051-5700.

Department Holidays

Recognized Department and federal holidays shall be New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If any of said holidays should fall on a Sunday, the following Monday shall also be considered a Department holiday; and if a holiday should fall on a Saturday, the previous Friday shall also be considered a Department holiday.

In Writing

When the term "in writing" or similar wording is used, it shall mean any hard copy (letter, drawing, etc.) or electronic copy such as e-mail.

Projects

All aspects of the Water System projects including the Los Angeles Reservoir Water Quality Improvement Project and other modifications and improvements needed to provide safe and reliable water and power, primarily in and around the Van Norman Complex (VNC) and consistent with the VNC Water Quality Master Plan, and the VNC Storm Water Capture Program.

Subconsultant

A person, firm, corporation, partnership, or joint venture, other than the Consultant and employees thereof, who is under contract to the Consultant and supplies labor or materials on a portion of the work.

Subcontractor

Synonymous with Subconsultant.

Task Order Administrator

The Department's Authorized Representative as identified in Section 102.1 to administer the Agreement including Task Order and Change Order Notice approval.

Van Norman Complex

The Department's large water facilities complex located about 22 miles northwest of downtown Los Angeles in the Sylmar-Granada Hills area of Los Angeles, California. The property is generally bounded by the Metropolitan Water District of Southern California's Jensen Filtration Plant on the north, Interstates 5 and 405 on the east, Rinaldi Street on the south, and Woodley Avenue on the west.

Vendor

The person, firm, corporation, partnership, or joint venture to whom an Agreement is awarded and has the legal authority to enter into such Agreement and bind the entity to the terms of the Agreement.

104.2 Acronyms

Key acronyms used in this Agreement are defined as follows:

CEG	California State Certified Engineering Geologists
DAMBRK	Dam-Break Flood Forecasting Model
DSOD	California Department of Water Resources Division of Safety of Dams
FLAC	Fast Lagrangian Analysis of Continua
GHR	Granada Hills Reservoir
gINT	Geotechnical Integrator
HEC-HMS	Hydraulic Engineering Centers Hydraulic Modeling System
HEC-RAS	Hydraulic Engineering Centers River Analysis System
JOTP	Job Opportunities and Training Program
LAAFP	Los Angeles Aqueduct Filtration Plant
LADWP	Los Angeles Department of Water and Power
LAR	Los Angeles Reservoir

LARWQIP	Los Angeles Reservoir Water Quality Improvement Project
LT2	Long-Term 2 Surface Water Treatment Rule
LWO	Living Wage Ordinance
MBE	Minority Business Enterprise
OBE	Other Business Enterprise
RFP	Request for Proposal
SCWRO	Service Contract Workers Retention Ordinance
TIN	Taxpayer Identification Number
VNC	Van Norman Complex
WBE	Women Business Enterprise

ARTICLE II TERM OF THE AGREEMENT

201. Term of the Agreement

The term of this Agreement shall commence, provided the events identified in Exhibit A, *Standard Provisions for Department of Water and Power Professional Service Contracts*, PSC-4 have occurred, upon execution of this Agreement by all Parties hereto and shall terminate three years thereafter, subject to the termination provisions herein. Performance of services shall not begin until the Consultant has obtained Department approval of insurance in compliance with the requirements described in Section PSC-18 of Exhibit A.

This Agreement requires City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter "City Charter") because it includes Extension Options identified in Section 201.1 that, if exercised by the Board, shall result in a term greater than three (3) years.

201.1 Extension Options

At the Department's option with approval by the Board, the term of this Agreement may be extended for up to four additional periods, exercisable in three-year increments, or any portion thereof. If all four options are exercised, the total contract duration is fifteen (15) years.

202. Time is of the Essence

The Department and the 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 total compensation that may be paid to the Consultant by the Department for complete and satisfactory performance of services under this Agreement shall not exceed thirty-two million dollars (\$32,000,000).

301.2 Authorized Expenditures

Of the total amount of compensation included in Section 301.1, Not-to-Exceed Amount, the Department shall pay the Consultant for services performed, tasks implemented, and Deliverables 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 Department shall not be liable for payment of monies unless there is a written Task Order approved by the Department's Authorized Representative. There is no guarantee that the Consultant shall receive any amount of work during the term of this Agreement.

302. Allowable Fees and Costs

The Department 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 the Consultant and Subconsultant labor rates established in Exhibit B, Consultant and Subconsultant Labor Rates and Fees (Exhibit B) which is attached hereto and made a part hereof. Except as noted in Section 302.1, Reimbursement of Subconsultant Costs, 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 (exclusive of high-end work stations used for Computer-Aided Design and/or advance numerical modeling), facsimile, routine postage, individual shipping charges of less than ten dollars (\$10.00), incidental copying, one hard copy of Deliverables, and one electronic copy of Deliverables costs.

The labor rates and fees set forth in Exhibit B shall remain in effect for a period of 12 months after the effective date of this Agreement. Thereafter, the Consultant may request adjustments to the labor rates and/or fees on the anniversary of the effective date subject to the review and approval by the Department's Authorized Representative. Any such reasonable request by the Consultant to the Department shall be in writing and accompanied by a justification including backup documentation (i.e., payroll records, Subconsultant increases, etc.) for the adjustment. Adjustments shall not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the United States City Average for All Items, 1982-84=100, as measured for the immediately preceding 12 months, but in no case shall exceed 5.0 percent annually. All provisions of

this section shall apply to Subconsultants with exception to the percentage limit for drilling subcontractors who are susceptible to rapid changes in fuel and transportation costs typical for that industry.

302.1 Reimbursement of Subconsultant Costs

The Department shall reimburse Subconsultant expenses at the actual amount paid by the Consultant to the Subconsultant, consistent with the Subconsultant labor rates and fees established in Exhibit B, 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 B and an authorized Task Order, Subconsultant costs shall be reimbursed 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 Department pursuant to an authorized Task Order must be preapproved by the Department. Department-approved travel expenses shall be paid by the Department at the actual cost of such expenses, consistent with Exhibit C, Allowable Travel, Transportation, and Lodging Expenses, which is attached hereto and made a part hereof. No markup by the Consultant or Subconsultant of any tier for travel expenses shall be allowed.

302.3 Other Reimbursable Expenses

Other reimbursable expenses include purchase and rental of special equipment, necessary field supplies and facilities, testing and laboratory services, individual shipping charges in excess of ten dollars (\$10.00), materials, supplies, printing, large quantity drawing reproduction, photographs requested by the Department, and physical model-building used in the work performed for the Department pursuant to an authorized Task Order. Reimbursable expenses shall be paid by the Department at the actual cost of such expenses, the expense rates established in Exhibits B and C, or the expense rates established in an authorized Task Order, as applicable. In the event of a conflict between the expense rates established in Exhibits B and C 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 Department to accomplish the work in an authorized Task Order shall be charged to the Department, shall become the property of the Department, and shall be delivered to the Department by the Consultant upon request or completion of the Task Order. Any other items

purchased by the Consultant for performance of services pursuant to an authorized Task Order shall be the property of the Consultant, shall not be charged to the Department, and shall not be reimbursed by the Department.

302.4 Conditions for Payment of Overtime

For those labor categories identified in Exhibit B, any work required by an individual in excess of eight (8) hours a day, on a weekend, holiday, or any other instance in which payment of an overtime or labor rate premium could be applicable, but is subject to the Department's approval. For all other labor categories, no overtime or labor rate premium is allowed. However, in special circumstances, an overtime or labor rate premium may be allowed with prior written approval by the Department's Authorized Representative.

302.5 Taxes

All costs contained herein are inclusive of any applicable State of California Sales Tax, California Use Tax, or Federal Excise Tax. Such taxes are the only taxes for which the Department shall be liable for payment and any such taxes paid by the Consultant for tangible property to be delivered to the Department pursuant to Section 302.3, Other Reimbursable Expenses, of this Agreement shall be separately identified on the 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 Department 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, the Department is required to pay taxes for tangible property delivered to the Department by the 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 Department in accordance with authorized Task Orders, with the billings against each individual Task Order tracked separately and as detailed in Section 303.1, Required Invoice Information. In general, invoices shall detail the services performed, tasks completed, the Deliverables provided, and supporting documentation for which payment is requested.

303.1 Required Invoice Information

The Consultant shall submit invoices by Task Order to the Department in duplicate and shall include the following information:

1. Consultant name, address, and vendor code number as registered on the Department vendor database.
2. City of Los Angeles Business Tax Registration Number.
3. Taxpayer Identification Number.
4. Date of invoice.
5. Invoice number.
6. Agreement number.
7. Task Order Number and description.
8. Summary of individual Task Order including dates of service, amount of current invoice, total invoiced to date, amount of MBE/WBE invoiced to date, amount of JOTP invoiced to date, total authorized amount, remaining authorized amount, percent of work completed, percent of authorized amount invoiced to date, and the completion date.
9. Progress report as detailed in Section 401.9.
10. Summary of Invoices for Task Order.
11. Invoice pages with description of services and itemized costs for labor, Subconsultants, subcontractors, and reimbursable expenses.
12. Taxes as described in Section 302.5 of this Article.
13. The following certification statement on the invoice remittance page signed by the Consultant's Authorized Representative:

"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 Agreement Number 47804, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et Seq."
14. Supporting documentation for all costs and expenses (time sheets, receipts, invoices, etc.) in a format acceptable to the Department.

Each invoice package shall include the above-listed items organized in the following manner: (1) transmittal summary letter, (2) progress report, (3) summary of invoices for the task order, (4) invoice remittance page(s), and (5) supporting documentation for all costs and expenses. The final format shall be acceptable to the Department.

Invoices and billing inquiries shall be submitted to:

Mr. Hector Gandarilla
Contract Administrator
Water Engineering & Technical Services Division
Los Angeles Department of Water and Power
P.O. Box 51111, Room 1368
Los Angeles, California 90051-5700
Telephone: (213) 367-4002
Facsimile Number: (213) 367-3792
E-mail: hector.gandarilla@ladwp.com

The Consultant shall, as a condition precedent to receiving payment of any invoice, submit under separate cover the following documents:

1. *LADWP Subcontractor Tracking Form* in accordance with Sections 401.10; and
2. *Job Opportunities and Training Program Report* in accordance with 401.11.

Consultant's failure to submit accurate and all required information, including the above-listed reporting documents, shall result in the Department's rejection of the invoice and nonpayment.

303.2 Time-and-Material Task Order Invoices

For Task Orders specifying a time-and-materials method of payment, the Consultant shall invoice the Department on a monthly basis when services are performed and expenses incurred. The Consultant shall provide documents supporting costs and expenses, including copies of receipts or invoices for all expenses, 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 forty-five (45) calendar days of receipt of the Consultant's invoice prepared in accordance with the requirements of Section 303.1, Required Invoice Information, 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 forty-five (45) calendar days after review and approval of the Deliverable by the Department or receipt of the Consultant's invoice prepared in accordance with the requirements of Section 303.1, whichever is later, unless an alternative payment schedule is set forth in the Task Order.

303.4 Notice of Items Not Approved for Payment

The Department's Contract Administrator will review the Consultant invoice within fifteen (15) working days of the date received 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 Department shall provide the Consultant with detailed comments addressing the shortfalls or costs of concern and shall meet, if necessary, with the Consultant to discuss such issues. Any disputes between the Department and the Consultant regarding invoices, costs, and expenses shall be resolved in accordance with Article X, Disputes, of this Agreement. The Department shall pay undisputed invoice amounts.

303.5 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 Department within six (6) months of the cost or expenses being incurred by the Consultant or Subconsultant. Unless prior Department approval is obtained, the Department shall not reimburse the Consultant for any costs, expenses, work, or services invoiced to the Department six (6) months after the date the costs were incurred by the Consultant or Subconsultant.

303.6 Maximum Authorized Amount

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

ARTICLE IV SERVICES TO BE PROVIDED

401. Services to be Provided by the 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 Department in accordance with Article V, Task Order Development and Approval, of this Agreement and consistent with the services detailed in this Section 401.

401.1 Scope of Services

The Consultant hereby agrees to provide geotechnical services, dam/reservoir safety, staff development, and related services on an as-needed basis for the Projects including other modifications and improvements needed to provide safe and reliable water and power, primarily in and around the VNC and consistent with the VNC Water Quality Master Plan, and the VNC Storm Water Capture Program. The Consultant shall perform and provide the services as detailed in Exhibit D, Services to be Provided, of this Agreement. Such services shall be performed to assist the Department in completing the work resulting from the plans, projects, and programs described in the following Exhibits, including current and subsequent versions:

1. Exhibit E - LARWQIP Conceptual Plan/Business Case (DRAFT)
2. Exhibit F - Van Norman Complex Water Quality Master Plan
3. Exhibit G - Van Norman Complex Storm Water Capture Program

Additionally, the Consultant shall perform the same services to assist the Department in further developing the documents in Exhibits E, F, G, and other related documents.

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, and authorized Task Orders.

401.2 Office in the Greater Los Angeles Area

Consultant shall have, and maintain for the contract duration, an office in the greater Los Angeles area to provide available staff to work on site, respond quickly, and communicate with Department staff as needed to handle task assignments. This local office designated in Section 101.B shall serve as the point of communication with the Department for the Contract duration.

401.3 Errors and Omissions

Notwithstanding any other provisions of this Agreement, approval by the Department 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.

Revising Consultant-prepared documents and other Deliverables at the request of the Department to incorporate comments or recommendations by either Department managers and engineers 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 Order.

401.4 Industry Standard of Care

The Consultant shall perform the work described herein in accordance with the Industry Standard of Care and shall reflect competent professional knowledge and judgment. The Consultant shall use the care and skill ordinarily exercised by reputable members of the profession practicing in the locality of Los Angeles, California, under similar conditions, and at the date the services are provided.

401.5 Additional Services

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

401.6 Safety and Noninterference

Facility visits by the Consultant shall be requested through the Department who shall advise the Consultant of appropriate safety and security rules. The Consultant shall adhere to the restrictions and instructions of Department personnel when visiting any facility. The Consultant shall perform all work in a safe and secure manner.

The Consultant's performance of the work under this Agreement shall not interfere unnecessarily with the operation of the Department or any other City department or the work of other contractors/consultants under contract with the Department.

401.7 Deliverables

The method and format of Deliverable products shall be specified in each Task Order Proposal, detailed in Section 502, of the Agreement. Deliverables are defined in Section 104.

401.8 Schedules

Schedule requirements shall be specified in each Task Order Proposal with sufficient detail to be understood by the Department's Authorized Representative.

401.9 Progress Reporting by Task Order

The Consultant shall provide a written and an electronic mail (e-mail) monthly progress report for each active Task Order to the Department's Authorized Representative. Each report shall include the task number, Task Order leader, task title, the authorized expenditure, the dates of the working period, the total dollars invoiced to date, Task Order percent complete, percent of authorized Task Order cost invoiced to date, and the approved completion date of the Task Order by the Consultant. The report shall briefly discuss the work accomplished, work left to be done, Deliverables provided, assessment of task progress in relation to budget expended and schedule requirements, explanation of variances, identification of any changed conditions, and statement of whether or not the Consultant can complete the work as authorized in the Task Order. Additional schedule requirements shall be specified in each Task Order Proposal.

401.10 Supplier Diversity Monthly Records of Participation

The Consultant shall provide a monthly summary of overall Subconsultant/ Subcontractor utilization to the Contract Administrator. The records shall be submitted on the *LADWP Subcontractor Tracking Form* shown in Exhibit H or its successor reporting format obtained from the Contract Administrator. In general, the report shall comprehensively list the authorized Subconsultants with the following information for each:

1. Subcontractor name.
2. MBE/WBE/OBE status.
3. Description of the service.
4. Contract allocation amount.
5. Contract percent participation.
6. Actual payments to date.
7. Percent participation to date.
8. Notes.

The Consultant shall explain in the notes any deviations from the anticipated contract Subconsultant participation percentages identified on the *LADWP Subcontractor Tracking Form* and recommendations for recovering any shortfalls in Subconsultant utilization.

The report shall also include the following summary information:

1. Consultant name.
2. Contract (Agreement) number.
3. Vendor number.
4. Report month.
5. Contract start date.
6. Contract end date.
7. Maximum contract amount.
8. Amount invoiced to date.
9. Summary MBE, WBE, and OBE percent participation.
10. Department's Authorized Representative.
11. Approval signature block for Consultant's Authorized Representative.

401.11 Job Opportunities and Training Program

The Consultant shall devote three percent (3%) of the total direct Consultant labor costs to job development and training activities for higher education, high school students, and at-risk and unemployed workers of all ages through active participation in Federal-/State-funded programs, local high schools (e.g., Los Angeles Unified School District), community colleges, and special employment/training activities sponsored by the City's Work Source Centers.

The Consultant shall develop a JOTP plan that includes organized and formal activities designed to facilitate and aid in the training and hiring of job seekers,

laid-off workers, youth, incumbent workers, new entrants to the workforce, veterans, and persons with disabilities in professional/engineering, skilled craft, paraprofessional, clerical, and administrative functions. For each Task Order, the Consultant shall report the amounts expended on the JOTP plan implementation on the invoices submitted for payment. On a monthly basis, the Consultant shall report on the JOTP plan implementation, overall expenditures, percent to date of the total direct labor costs, and description of activities or programs. This information shall be summarized in a *Job Opportunities and Training Program Report* or its successor reporting format obtained from the Contract Administrator. Documentation of activities, programs, and outreach efforts shall be attached to the report.

401.12 Protection of Persons and Property

The Consultant shall take all reasonable precautions to protect the life, safety, and health of any and all persons at the construction site for work under the Consultant's direction. 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 the Consultant's Subconsultants meets the standards of this Article.

401.13 Operation of Department Equipment

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

401.14 Drawing Quality and Standards

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 Department's title block, legends, and numbering system. When requested by the Department, final drawings shall be furnished on Mylar sheets accompanied by electronic data suitable for the Department'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 Department, engineering calculations that demonstrate the adequacy of the design shall be provided to the Department.

The Consultant shall maintain all such records in accordance with PSC-22, Retention of Records, Audit, and Reports.

Drawings shall be composed using an automated drafting system in a manner that shall facilitate revisions on the Department's system (AutoCAD 2007 or latest version). This includes layering of information and the attachment of data files to the drawings as appropriate and where requested. Drawing shall identify field conditions against as-built drawings.

401.15 Signed and Sealed With Appropriate Legal Registration

Drawings, specifications, and reports shall be signed and sealed by professional engineers, CEGs, Geotechnical Engineers (California title), and architects with appropriate legal registration, if applicable.

401.16 Review of Consultant's Deliverables

The Department 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 Department contracts with other consultants to assist the Department in reviewing the Consultant's Deliverables and other work products, the Consultant agrees to cooperate fully and coordinate with such other consultants.

401.17 Review of Consultant's Documents

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

402. Department Responsibilities

402.1 Department Responsibilities

If the Department, as a result of its own operations or that of its other consultants, materially affects the Consultant's performance hereunder or if the Department is unable to approve the services, work, task, 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 V, Task Order Development and Approval, of this Agreement. The Consultant agrees to cooperate with the Department to minimize, and if possible, to eliminate the impact of any delays on completion of the services, work, tasks, or Deliverables. The Consultant shall promptly notify the Department if delays, regardless of the cause, begin to put the schedule or authorized Task Order budget in jeopardy.

402.2 Data Provided by the Department

The Department shall furnish to the Consultant the applicable information and technical data in the Department's possession or control reasonably required for the Consultant to perform the services. Consultant shall be entitled to reasonably rely upon the information and data provided by the Department.

402.3 Access Provided by the Department

Upon request by the Consultant, the Department shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for Consultant to properly perform the services.

402.4 Department Approval of Work

All services, work, tasks, and Deliverables are subject to Department approval. 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.

403. Consultant Personnel

Consultant shall have and maintain staff for the Contract duration having direct experience in coordinating and performing detailed engineering, planning, analysis, design, and construction work for dams and reservoirs in the State of California that fall under the jurisdiction of the DSOD. The required experience shall include embankment dams similar in scope as that required for the LARWQIP as described in Exhibit E of this Agreement. Key Consultant and Subconsultant personnel shall be capable of leading the work on all geological and geotechnical aspects for dams, reservoirs, tunnels, and all major civil engineering works needed to complete the LARWQIP and the work related to the VNC Water Quality Master Plan and the VNC Storm Water Capture Program. The key personnel shall be identified as described in Section 403.1 and shall include CEGs and registered Civil Engineers having the authority to utilize the title Geotechnical Engineer (GE) with the experience and capability described above in this Section 403.

403.1 Key Consultant and Subconsultant Personnel

Key Consultant and Subconsultant personnel assigned to this Agreement are identified in Exhibit I, Organization Chart, including their roles and primary area of expertise, and the team reporting structure. The identified key personnel are also shown in Exhibit J, List of Key Consultant and Subconsultant Personnel, for each personnel listed. Exhibit J contains a description of the following:

1. Name of Consultant company.
2. Project position and role.
3. Labor category within the Consultant's or Subconsultant's organizational hierarchy.

4. Consultant's or Subconsultant's business location where the person is assigned.
5. Special expertise of the person.
6. Number of years employed by the Consultant or Subconsultant.
7. Number of years of experience.

Key Consultant and Subconsultant personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

The Department considers the services of the Consultant's and Subconsultant's key personnel listed in Exhibits I and J, essential to the Consultant's performance under this Agreement. The Consultant shall not reassign any key personnel without the Department's prior written consent. The Department shall have the right to approve or disapprove the reassignment of key Consultant or Subconsultant personnel listed in Exhibits I and J.

403.2 Unavailability of Key Consultant and Subconsultant Personnel

In the event individual key Consultant and Subconsultant personnel listed in Exhibit I or Exhibit J are terminated either by the Consultant, Subconsultant, or the individual, with or without cause, or if individual key personnel are otherwise unavailable to perform services for the Consultant, the Consultant shall provide to the Department 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 (5) 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 Department review and approval.

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

The Consultant recognizes and agrees that early notification of the unavailability of key Consultant and Subconsultant 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 because the award of which was predicated upon the competency of the personal services provided.

403.3 Removal of Consultant and Subconsultant Personnel

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

404. Consultant Use of Subconsultants

Subconsultants designated to perform work under this Agreement are identified in Exhibit K, Master List of Subconsultants, which contains a description of the service and task responsibilities for each Subconsultant identified.

Notwithstanding the fact that the 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 Department has no obligation to any Subconsultant and nothing herein is intended to create any privity between the Department and the Consultant's Subconsultants, nor is any Subconsultant a third-party beneficiary to this Agreement.

404.1 Department Preapproval of Subconsultants

The Department shall preapprove, in writing, the Consultant's utilization of Subconsultants in the event that additional Subconsultants or substitutions for Subconsultants listed in Exhibit K are proposed by the 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 Department.

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 to 1104, the provisions of Article VI, Ownership, and Article VII, Confidentiality and Restrictions on Disclosure, and PSC-13, PSC-19, PSC-21, PSC-22, and PSC-24 of this Agreement.

404.4 Copies of Consultant's Subconsultant Contracts

Upon request by the Department, the Consultant shall provide the Department with copies of the Consultant's Subconsultant contracts associated with the performance of this Agreement within fifteen (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 included in Section 404.3, Agreement Provisions Applicable to Subconsultants.

ARTICLE V

TASK ORDER DEVELOPMENT AND APPROVAL

501. Request for Task Proposal

During the term of this Agreement, the Department shall have the right to issue Task Orders within the general scope of work contemplated by this Agreement and consistent with Exhibit B, Consultant and Subconsultant Labor Rates and Fees. Task Orders may be based either upon a lump-sum or a time-and-materials basis. For each task, the Department shall prepare and transmit a Request for Task Proposal to the Consultant, which shall include the following, at a minimum:

1. Purpose and objective
2. Premises (assumptions, conditions, restrictions, project location, etc.)
3. Prerequisites to Consultant's performance
4. Scope of Work
5. Schedule

For a task necessary to meet an immediate Department business need, the Department shall verbally communicate the above-described request to the Consultant in lieu of a written request.

502. Task Order Proposal

Upon receipt of the Department's oral or written Request for Task Proposal, the Consultant, at its own expense, shall prepare and deliver to the Department a written response to the Department's request, providing a Task Order Proposal within ten (10) calendar days or as otherwise requested by the Department. The Consultant's written response shall be in the form of a Task Order Proposal. The Consultant may suggest to the Department that changes be made to the work and services contemplated in the Request for Task Proposal. The Consultant shall provide the Department with a detailed cost estimate, including identification of all required personnel, rates, and hours of effort, as part of the Task Order Proposal.

A Task Order Proposal shall include the following:

1. Task order number.
2. Task name or title.
3. Purpose and Objective of the task assignment.
4. Prerequisites to Consultant's performance.
5. Scope of Work.
6. Premises (assumptions, conditions, restrictions, project location, etc.).
7. References.
8. Key Consultant and Subconsultant personnel required for the task.
9. Anticipated MBE/WBE subcontractor participation.
10. Method of compensation (lump-sum or time-and-materials basis).
11. Estimated total expenditures, including not-to-exceed cost or mutually established lump-sum costs, to be paid to the Consultant to perform the task assignment.

12. Detailed cost estimate with work breakdown, personnel or labor category, labor hours, labor rates, and expenditures as basis for the amount in Item 10.
13. Applicable Consultant and Subconsultant Labor Rates and Fees, if not included in Exhibit B of the Agreement.
14. Schedule, including expected progress reports and expected completion date.
15. Department-designated Task Order administrator as defined in Section 104 of this Agreement.
16. Deliverables.

In the event that Consultant personnel, Subconsultants, or expenses not included in Exhibits B or C are required by the Consultant to complete the task, the Task Order Proposal shall specifically include such additions to the appropriate Agreement Exhibits for approval and authorization by the Department.

503. Task Order Development

Upon the Department's review of the Consultant's Task Order Proposal, the Department and Consultant shall cooperatively work, discuss, and negotiate to develop a Task Order. To that end, informal exchanges between the Consultant and Department's Authorized Representatives are encouraged to aid in the development of a Task Order.

Any particular Task Order may be performed either on a time-and-materials basis with a not-to-exceed amount established for each Task Order, or upon a lump-sum basis, or a combination thereof. The particular method of compensation for each Task Order shall be determined by the Parties during its development. The Department and the Consultant shall select the method of compensation that is most compatible with the particular Task Order, provides the least cost to the Department, and assures the Consultant adequate compensation as agreed upon herein.

The Department 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 and Subconsultant labor rates established in Exhibit B.

Upon agreement over the final form of a Task Proposal, the Consultant shall transmit the Task Proposal, signed by the Consultant's Authorized Representative, to the Department.

504. Task Order Approval and Authorization

Upon the Department's acceptance of a Task Proposal, the Department's Authorized Representative shall provide written authorization to the Consultant to commence the work described in the Task Proposal. A Task Order authorization letter executed by the Department's Authorized Representative shall be transmitted to the Consultant to document all Task Orders. The Task Order authorization letter shall describe the full and complete agreement among the Parties regarding the work and services contemplated in the Task Order. The Department shall not be liable for payment for Consultant services, work, task, Deliverables, or costs that are performed outside an authorized Task Order.

505. Task Order Modifications

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

The Consultant shall immediately notify the Department in writing as soon as the Consultant becomes aware that the work in an authorized Task Order is impacted by unknown or changed conditions. In such an event, the Consultant shall propose suggested modifications to the Task Order for consideration by the Department. The Consultant agrees and acknowledges that Consultant waives any right to payment for additional work, tasks, Deliverables, or costs related to such unknown or changed conditions if the Consultant fails to provide such notice.

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 Department and that the Department is 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 therefore shall be considered as "Works-Made-for-Hire" (as such are defined under the United States Copyright Laws and international treaties) and, as such, shall be owned by and for the benefit of the Department. The Department 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 of 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 Department for no additional consideration all right, 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 Department to record such assignment. Further, the Consultant shall contractually require all persons performing under this Agreement, including all Subconsultants, to assign to the Department all rights, title, and interest, including copyrights to all such "Works-Made-for-Hire."

601.1 Use of Deliverables

The Department has the right to use or not use the Deliverables and to use, reproduce, reuse, alter, modify, edit, or change the Deliverables as it sees fit and for any purpose. However, any such reuse, alteration, modification, edit, or change shall be without any warranty or representation by Consultant as to suitability of such documents and at the Department's own risk and liability. If the Department determines that a Deliverable, or any part thereof, requires correction prior to Department approval, the Department has the absolute right to use the Deliverable until such time as the Consultant can remedy the identified deficiency.

601.2 Execution of Ownership Documents

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

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 Department all rights, title, and interest, including copyrights to all Deliverables and other "Works-Made-for-Hire."

604. Assist the Department

The Consultant shall assist the Department and its agents, upon request, in preparing United States 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 Department. The Consultant shall sign any necessary documents to assure or effectuate such applications and assignments, upon request and deliver them to the Department. The Department 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 of this Agreement.

605. Use of Preexisting Proprietary Works

As part of the Consultant's provision of the services hereunder, the Consultant may utilize preexisting proprietary works of authorship that have not been created specifically for the Department 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 the Consultant or by third parties under contract to the Consultant that have not been created specifically for the Department (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.

606. Use of Acquired Knowledge

The Consultant and the Department, including the Department's other 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 Department's copyright or patent rights as set forth in this Article VI, Ownership. The Department acknowledges that the Consultant provides consulting and services to other clients and agrees that nothing hereunder shall be deemed to prevent the Consultant from carrying on such business.

607. Survival of Provisions

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

ARTICLE VII CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

701. Confidentiality

All documents, records, and information provided by the Department to the Consultant, or accessed or reviewed by the Consultant, during performance of this Agreement shall remain the property of the Department. All documents, records and information provided by the Department 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. The Consultant agrees that all documents, records, or other information used or reviewed in connection with the Consultant's work for the Department shall be used only for the purpose of carrying out Department business and cannot be used for any other purpose. The Consultant shall be responsible for protecting the confidentiality and maintaining the security of Department documents, records, and information in its possession.

701.1 Document Access/Control

- A. The Consultant shall make the confidential information provided by the Department to the Consultant, or accessed or reviewed by the 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 Department from Department facilities without prior approval from the Department. 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 Department that are reviewed during the performance of work under 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 Department, 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 Department 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 Department 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 the Department

The Consultant shall, at the conclusion of this Agreement or at the request of the Department, 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 Department, 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 Department financial, Department 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, the 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 Department.

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. Reference Checks

To the extent permitted by applicable law, the Department may conduct reference checks on the Consultant, its employees, agents, and Subconsultants who shall have, or may have, access to Department 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 Department and provide, to the extent permitted by applicable law, whatever information the Department requires in order to conduct reference checks. The Department may request changes to Consultant and Subconsultant personnel pursuant to Section 403.3 of this Agreement in response to reference check information, and the Consultant shall accommodate such request for personnel changes.

703. Survival of Provisions

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

ARTICLE VIII TERMINATION AND SUSPENSION

801. Termination for Convenience

- A. The Department may terminate this Agreement, or any part hereof, for its convenience upon giving at least thirty (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 Department, the 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 Department, within ten (10) 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 Department (to the extent that title has not already been transferred) in the manner and at the times and to the extent directed by the Department, 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 Department'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 Department review and approval of the work.
 - 2. The Consultant shall also be compensated by the Department on a percentage-completed basis of the applicable Deliverables for work in process, when appropriate, in compliance with authorized Task Orders after Department review and approval of the work.

802. Termination for Cause

- A. The Department may terminate this Agreement for cause by giving the Consultant a written notice of breach. The Consultant shall have ten (10) calendar days from the date of the Department's notice of breach to cure or diligently commence to cure such breach. The Department'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 (10) 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- (10-) day timeframe, the Department 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 Department shall pay for the Department-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 Department may orally direct the Consultant to suspend and to subsequently resume performance of all or any of the work. Such Department direction shall be confirmed in writing. In the event that the Department suspends work, the authorized Task Order scheduled and budget shall be adjusted as appropriate in accordance with the provisions of Section 505, Task Order Modifications, 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 and the person(s) authorized to bind the Consultant thereto.

902. Change Requests

902.1 Department Change Requests

During the term of this Agreement, the Department 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 Department shall make a formal written request with respect to each change it desires to make.

902.2 Change Order Development

Within ten (10) calendar days following the Consultant's receipt of the Department's written change request, the Consultant, at its own expense, shall prepare and deliver to the Department a written statement that includes the following:

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

902.3 Change Order Approval and Authorization

Upon approval of the Consultant's written statement prepared pursuant to Section 902.2, the Department's Authorized Representative, or the designee established in writing, the Department shall deliver to the Consultant a change order (hereinafter "Change Order Notice") for execution, consistent with Section 102.1 of this Agreement. The Change Order Notice 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:

- (a) Latest Amendment.
- (b) Agreement.
- (c) Latest Change Order Notice.
- (d) Task Order Authorization.
- (e) Other reference documents.

ARTICLE X DISPUTES

1001. Disputes

1001.1 Dispute Resolution

Both Parties 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 Department and the Consultant shall schedule a meeting of the individuals identified in Section 102.1 and in a good-faith attempt to resolve the issues in dispute. Such Dispute Resolution meeting shall be scheduled and held within 10 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 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, e-mails, 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 Department 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.*

[intentionally left blank]

ARTICLE XI STANDARD PROVISIONS

1101. Standard Provisions for Department Contract

Except as amended below, the Consultant shall comply with the *Standard Provisions for Department of Water and Power Professional Service Contracts*, which are attached hereto as Exhibit A, and made a part hereof.

PSC-2 Number of Originals is now deleted.

PSC-6 Amendment is now deleted.

PSC-11 Prohibition Against Assignment or Delegation is amended to read as follows:

Unless the Consultant has obtained prior written permission from the Department, the Consultant shall not perform the following actions:

- (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.

Permission may be withheld at the Department'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-17 Indemnification is amended to read as follows:

Except for the gross negligence or willful misconduct of the Department, the Consultant undertakes and agrees to defend, indemnify, and hold harmless the Department, 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 negligent performance, nonperformance, or breach of this Agreement or any negligent act 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 negligent act or omission 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.

PSC-18 Insurance, Section B, is amended to read as follows:

B. Applicable Terms and Conditions

2. Severability of Interests and Cross Liability Required/Contractual Liability Endorsement

- a. Severability of Interests and Cross Liability - Each specified insurance policy except for Workers' Compensation, Professional Liability, and Employers' Liability and Property coverage shall contain the following 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 Cross Liability coverage for insured-versus-insured litigation."
- b. Contractual Liability – Specifically related to Professional Liability coverage, the form entitled "Professional Liability – Special Endorsement City of Los Angeles Department of Water and Power" shall be the only acceptable form of proof of insurance, and such form shall not be modified in any means or manner when submitted.

3. Primary and Noncontributory Insurance Required

All such insurance, with the exception of Professional Liability coverage, shall be Primary and Noncontributing with any other insurance held by the Department 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 Department which may be applicable shall be deemed to be excess insurance and the Consultant's insurance is primary for all purposes despite any conflicting provision in the Consultant's policies to the contrary.

PSC-23 Discount Terms is now deleted.

PSC-27 Ownership is now deleted.

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 Department of Water and Power Professional Service Contracts reveals that the Department overpayment to the Consultant is more than 5 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 Department within fifteen (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 ("Action" hereinafter) against the Department, 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 Department's actual or intended use under the specifications contained herein by the Department of any product furnished by Consultant (herein after "Consultant Product"). Consultant Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, or application. Consultant also shall indemnify the Department against any loss, cost, expense, liability, and damages finally awarded against the Department for settlement as a consequence of such Action.
- B. Consultant, however, shall have no liability to the Department herein under with respect to any claim of infringement which is based upon the combination or utilization of the Consultant Product with machines or devices not reasonably anticipated hereunder; or based upon an unintended modification by the Department of the Consultant Product furnished hereunder.
- C. In Consultant's defense of the Department, negotiation, compromise, and settlement of any such infringement action, the Department 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 Department's consent, do one of the following immediately. Consultant shall at its expense either: (i) procure for the Department the right to continue using said part of the product; (ii) replace the product with a functionally equivalent, noninfringing product; or (iii) modify the Product so it becomes noninfringing.

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

- E. Rights and remedies available to the Department 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. Conflict 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 Department, Consultant, or the other party.

1105. Labor Laws

The Consultant and the Consultant's Subconsultants and Subcontractors shall comply with all applicable provisions of the Labor Code and all federal, state, and local laws and regulations which affect the hours of work, wages, and other compensation of employees, nondiscrimination, and other conduct of the work. Workers shall be paid not less than the prevailing wages pursuant to determinations of the Director of Industrial Relations as applicable in accordance with the Labor Code. Copies of determinations last received by the Department are on file with the Director of Supply Chain Services and will be made available for inspection on request. The Department does not represent, however, that such are in fact the applicable determinations. Penalties prescribed by the Labor Code for violations shall be forfeited to the Department.

[intentionally left blank]

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, Department Change Requests, signed on behalf of the Department 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 (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty (39) pages and eleven (11) 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

Date:

5/28/09

By:


H. DAVID NAHAI
Chief Executive Officer and General Manager

And:

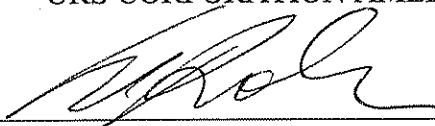

Barbara E. Mosher
Secretary

URS CORPORATION AMERICAS

Date:

3/17/09

By:


Wolfgang Roth
Vice President and Principal-in-Charge

And

Date:

3/17/09

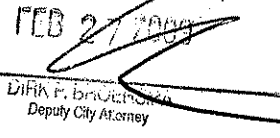
By:


Mike Smith
Project Manager

APPROVED FOR AUTHORITY
ROCKARD J. DELGADILLO, CITY ATTORNEY

FEB 27 2009

BY


D. F. BRUCKNER
Deputy City Attorney

City Business Tax Registration Certificate Number: 0000748163-0001-4
Internal Revenue Service ID Number: 94-1716908
Agreement Number 47804

EXHIBIT A

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

EXHIBIT A

STANDARD PROVISIONS FOR DEPARTMENT OF WATER AND POWER PROFESSIONAL SERVICE CONTRACTS

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 Department or the Consultant. The word "Consultant" herein and in any amendment hereto includes the Party or Parties identified in this Agreement wherein this Exhibit A 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 is held to be 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.

EXHIBIT A

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 the Consultant hereto.
- (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 Department 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.

EXHIBIT A

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.

PSC-10 Independent Consultant

The Consultant is acting hereunder as an independent contractor and not as an agent or employee of the Department 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 Department for any purpose whatsoever. The Consultant shall not be entitled to any Department 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 Department, such permission may be withheld at the Department'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

- (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.

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,

EXHIBIT A

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 Department 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

The Consultant shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States, the State of California, and the City of Los Angeles. In performing this Agreement, the Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The Consultant shall also comply with all rules, regulations, and policies of the Department relating to nondiscrimination and affirmative action, including the filing of applicable forms or affirmative action plan.

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. Failure of the Consultant to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject the Consultant to the imposition of any and all sanctions allowed by law, including but not limited to termination of this Agreement.

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 Department 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.

EXHIBIT A

PSC-16 Bonds

Duplicate copies of all bonds which may be required hereunder shall conform to the Department 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

Except for the gross negligence or willful misconduct of the Department, the Consultant undertakes and agrees to defend, indemnify and hold harmless the Department, 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 any other act 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 or omission 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.

PSC-18 Insurance

A. General Statement

Acceptable evidence of required insurance, from insurers acceptable to the Department, 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.

EXHIBIT A

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 Attachment 1, Contract Insurance Requirements. 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 the City, the Department, 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 Department 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 Department which may be applicable shall be deemed to be excess insurance and the Consultant's insurance is primary for all purposes despite any conflicting provision in the Consultant's policies to the contrary.

EXHIBIT A

4. Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department, 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 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 (10) days prior to the expiration date of any of the policies required on Attachment 1, Contract Insurance Requirements, documentation showing that the insurance coverage has been renewed or extended shall be filed with the Department. If such coverage is canceled or reduced in coverage, Consultant shall, within fifteen (15) days of such cancellation or reduction of coverage, file with the Department 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 Department'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 Department 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 Department, 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 thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of

EXHIBIT A

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, the Consultant shall, at the policy expiration date following completion of work, provide 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 (3) 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 Department may immediately terminate or suspend this Agreement.

9. Periodic Right to Review/Update Insurance Requirements

The Department and Consultant agree that the insurance policy limits specified on Attachment 1, Contract Insurance Requirements, 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 Department 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 Attachment 1, Contract Insurance Requirements.

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

EXHIBIT A

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 10 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.

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 ninety (90) calendar days of notice of such default by the Department 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

A. General Provisions

This Agreement is subject to the Service Consultant Worker Retention Ordinance (SCWRO), Section 10.36 et. seq., and the Living Wage Ordinance (LWO), Section 10.37 et. seq., of the Los Angeles Administrative Code. The Ordinances require that, unless specific exemptions apply, employers who are awarded service contracts that involve expenditures in excess of \$25,000, and have a duration of at least three months; and any persons who receive City financial assistance of one million dollars or more in any 12-month period, shall comply with the following provisions of the ordinances:

- (a) Retention for a ninety (90) calendar day transition period, the employees who were employed for the preceding twelve (12) months

EXHIBIT A

or more by the terminated Consultant or subconsultant, if any, as provided for in the SCWRO;

- (b) Payment of a minimum initial wage rate to employees as defined in the current LWO, Employee Information Form OCC/LW-6 and /or Subcontractor's Declaration of Compliance Form OCC/LW-5.

B. Termination Provisions

Under the provisions of Section 10.36.3(c) and Section 10.37.5 of the Los Angeles Administrative Code, the Department shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available, if the Department determines that the subject Consultant or financial assistance recipient violated the provisions of the referenced Code Section.

C. Invoice Provisions

All invoices related to SCWRO and LWO Contracts shall contain the following statement:

"The Consultant fully complies with Section 10.36 et. seq. and Section 10.37 et. seq., of SCWRO and LWO, respectively, of the Los Angeles Administrative Code."

PSC-21 American with Disabilities Act

The Consultant hereby shall comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Consultant shall 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 shall 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 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

EXHIBIT A

original form, including but not limited to, 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 Department personnel or by the Department's agents (herein after "Authorized Auditors"), for a period of not less than four (4) years following final payment made by the Department 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 fourteen (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 fifteen (15) calendar days to review the Authorized Auditor's examination results or audit and respond to the Department 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

EXHIBIT A

be paid by the Consultant to the Department within fifteen (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 subconsultant contracts related to services under this Agreement. In addition, Consultant and subconsultants shall also include the following language in each subconsultant contract:

“The 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 Department of Water and Power. The designation of the Department of Water and Power as a third party beneficiary of the audit provision shall not confer any rights or privileges on the 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 Department 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 Department within thirty (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 Department within thirty (30) calendar days of any adverse finding by a court of competent

EXHIBIT A

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 Department, consistent with the provisions of this Section.

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 with Consultants profession, doing the same or similar work under the same or similar circumstances.

PSC-26 Minority, Women, and Other Business Enterprise Outreach

Consultant agrees and obligates itself to utilize the services of 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 Department, 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 subcontracts under this Agreement shall be and remain the property of the Department for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Agreement.

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

The Consultant shall submit all written documents on paper with a minimum of thirty (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 Department.

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,

EXHIBIT A

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.

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.

EXHIBIT A

Attachment 1 – Contract Insurance Requirements

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

Agreement/Activity/Operation: Geotechnical Engineering Services
Reference/Agreement: RFP at 2/07
Term of Agreement: _____
Contract Administrator and Phone: Hector Gandarilla
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		
(x) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$1,000,000.00)		
(x) Broad Form All States Endorsement	() US L&H (Longshore and Harbor Workers)	
() Jones Act (Maritime Employment)	() Outer Continental Shelf	
(x) Waiver of Subrogation	() Black Lung (Coal Mine Health and Safety)	
() Other: _____	() Other: _____	
(x) AUTOMOBILE LIABILITY: (\$1,000,000.00)		
(x) Owned Autos	() Any Auto	
(x) Hired Autos	(x) Non-Owned Auto	
() Contractual Liability	(x) Additional Insured	
() MCS-90 (US DDT)	() Truckers Form	
() Waiver of Subrogation	() Other: _____	
(x) GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate (\$1,000,000.00)		
(x) Broad Form Property Damage	(x) Contractual Liability	(x) Personal Injury
(x) Premises and Operations	(x) Products/Completed Ops.	(x) Independent Contractors
() Fire Legal Liability	() Garagekeepers Legal Liab.	() Child Abuse/Molestation
() Corporal Punishment	() Collapse/Underground	() Explosion Hazard
() Watercraft Liability	() Pollution	(x) Addition Insured Status
() Waiver of Subrogation	() Airport Premises	() Hangarkeepers Legal Liab.
() Marine Contractors Liability	() Other: _____	() Other: _____
(x) PROFESSIONAL LIABILITY: (\$5,000,000.00)		
(x) Contractual Liability	() Waiver of Subrogation	(x) 3 Year Discovery Tail
() Additional Insured	() Vicarious Liability Endt.	() Other: _____
() AIRCRAFT LIABILITY:		
() Passenger Per Seat Liability	() Contractual Liability	() Hull Waiver of Subrogation
() Pollution	() Additional Insured	() Other: _____
() PROPERTY DAMAGE: () Loss Payable Status (AOIMA) ()		
() Replacement Value	() Actual Cash Value	() Agreed Amount
() All Risk Form	() Named Perils Form	() Earthquake: _____
() Builder's Risk:\$_____	() Boiler and Machinery	() Flood: _____
() Transportation Floater:\$_____	() Contractors Equipment\$_____	() Loss of Rental Income: _____
() Scheduled Locations/Propt.	() Other: _____	() Other: _____
() WATERCRAFT: ()		
() Protection and Indemnity	() Pollution	() Additional Insured
() Waiver of Subrogation	() Other: _____	() Other: _____
() POLLUTION: ()		
() Incipient/Long Term	() Sudden and Accidental	() Additional Insured
() Waiver of Subrogation	() Contractor's Pollution	() Other: _____
() CRIME: () Joint Loss Payable Status () Additional Insured ()		
() Fidelity Bond	() Financial Institution Bond	() Loss of Monies/Securities
() Employee Dishonesty	() In Transit Coverage	() Wire Transfer Fraud
() Computer Fraud	() Commercial Crime	() Forgery/Alteration of Docs.
() Other: _____	() Other: _____	
() ASBESTOS LIABILITY: () Additional Insured ()		

Insurance Req Form 1004

EXHIBIT A

Attachment 1 – Contract Insurance Requirements (cont.)

Page 2. CONTRACT INSURANCE REQUIREMENTS (continued)

			PER OCCURRENCE LIMITS
() _____ (type of coverage)			(\$ _____)
() _____	() _____	() _____	
() _____	() _____	() _____	
() _____	() _____	() _____	
() _____ (type of coverage)			(\$ _____)
() _____	() _____	() _____	
() _____	() _____	() _____	
() _____	() _____	() _____	
() _____ (type of coverage)			(\$ _____)
() _____	() _____	() _____	
() _____	() _____	() _____	
() _____	() _____	() _____	

EXHIBIT D
SERVICES TO BE PROVIDED

SERVICES TO BE PROVIDED

The Consultant hereby agrees to provide the following services to the Department at the time and places set forth herein, pursuant to the terms and conditions of this Agreement. However, there is no guarantee that the Consultant shall receive any amount of work during the term of this Agreement.

Major Areas of Work

The Consultant shall primarily provide the services described in this Exhibit as related to the following major areas of work for the Van Norman Complex Projects (Projects):

1. Seismic Hazard Analysis and Criteria for Project Facilities.
2. Los Angeles Reservoir Water Quality Improvement Project:
 - a. Grading for Bull Creek Extension Realignment:
 - (1) Stockpile.
 - (2) Grading.
 - (3) Initial ball field planning and grading considerations.
 - b. Los Angeles Reservoir (LAR) Division Dam.
 - c. Associated pipes and tunnels.
 - d. Appurtenant facilities for LAR North and LAR South.
3. Disinfection Contact Tank and appurtenant facilities.

If necessary, the Department may authorize the Consultant to provide services described in this Exhibit related to other major areas of work for the Projects in addition to or in lieu of the above-listed areas of work. The performance of tasks by the Consultant will require collaboration and technical coordination between the Department, the Consultant, and other Consultants/Subconsultants.

Description of Work

The Consultant, from time to time, upon the Department's issuance of an authorized Task Order, shall provide services related to one or more of the following:

1. Geotechnical investigations, inspections, testing, analysis, and evaluations.
2. Training for Department staff development in geotechnical engineering, geology, laboratory testing, dam and reservoir safety, and related areas.
3. Preparation of geotechnical reports or designs including, but not limited to, the following areas:
 - a. Foundations.
 - b. Soils analysis.
 - c. Dam stability.

SERVICES TO BE PROVIDED (CONT.)

- d. Slope stability, landslides, and/or ground deformations of any kind.
 - e. Erosion repair.
 - f. Shoring.
 - g. Seismicity.
 - h. Engineering Geology
 - i. Tunneling.
 - j. Hydrogeology, groundwater, and dewatering.
 - k. Hydrology.
 - l. Dam and reservoir safety.
 - m. Other general geotechnical and related areas needed by the Department to meet the purpose and scope of this Agreement.
4. Independent and/or expert consulting services and technical support to assist Department staff including, but not limited to, the following areas:
- a. Soil and rock mechanics.
 - b. Soil and slope stabilization.
 - c. Ground improvement methods.
 - d. Dam and reservoir seepage.
 - e. Dam analysis and design.
 - f. Dam and reservoir safety.
 - g. Inundation mapping and reservoir blow-off studies.
 - h. Numerical modeling.
 - i. Underground Structures.
 - j. Seismicity.
 - k. Static and dynamic geotechnical evaluations.
 - l. Laboratory testing.
 - m. Tunnel safety.
 - n. Reservoir hydrology.
 - o. Other general geotechnical and related services and support needed by the Department to meet the purpose and scope of this Agreement.
5. Field investigative and testing services including, but not limited to, the following areas:

SERVICES TO BE PROVIDED (CONT.)

- a. Drilling and sampling (hollow-stem auger, mud-rotary, bucket auger, rock coring, etc.)
 - b. Cone Penetrometer Testing.
 - c. Construction observations and inspection.
 - d. Geologic investigations and mapping.
 - e. Geophysical investigations and logging
 - f. Fault investigations and studies.
 - g. Soil compaction.
 - h. Other general geotechnical and related field and testing services needed by the Department to meet the purpose and scope of this Agreement.
6. Geotechnical services support for project planning, design, and construction management for geotechnical related matters.
 7. Other geotechnical services, dam/reservoir safety, staff development, and related services needed by the Department to meet the purpose and scope of this Agreement.

At the Department's request, such services shall include investigations, studies and analysis and the furnishing of oral and written reports, advise, opinions and recommendations. The Consultant shall furnish everything necessary, including but not limited to, materials, supplies, personnel, facilities, and equipment, to enable performance of the services described in this Agreement. All such services shall be performed by the Consultant through or under the direction of the Consultant's principals.

The Water System computer software standard is Microsoft Word and Excel for documents and reports and AutoDesk AutoCAD 2007 for computer-aided drawings. Future computer program version upgrades are anticipated during the term of the Agreement. The Consultant shall use Water System computer software standards for reports and drawings, including any future program versions, upgrades, or modifications.

The Consultant shall maintain the capability, working knowledge, and ability to provide technical support to the Department's geotechnical staff, as needed, in the use of the following programs, including any future versions, upgrades, or modifications:

1. Fast Lagrangian Analysis of Continua (FLAC).
2. SHAKE 91.
3. GeoStudio 2005 (SLOPE/W, SEEP/W, SIGMA/W, QUAKE/W).

SERVICES TO BE PROVIDED (CONT.)

4. FRISKSP.
5. Hydraulic Engineering Centers River Analysis System (HEC-RAS).
6. Hydraulic Engineering Centers Hydraulic Modeling System (HEC-HMS).
7. Dam-Break Flood Forecasting Model (DAMBRK).
8. Primavera.
9. Microsoft Project.
10. gINT.

The Consultant shall also maintain the capability to introduce other computer programs useful for analysis, design, monitoring, management and other related aspects of geotechnical projects and provide technical training and support on an as-needed basis to Department's geotechnical staff in the use of these programs.

Consultant, in coordination with the Department, shall be responsible for cooperating with other Department contractors and consultants that will be completing other tasks, including construction, related to implementing the scope of this Agreement. This shall include following communication protocols and transfer of knowledge to Department and contractor/consultant personnel, as appropriate and applicable to overall project success.

Tasks

Tasks may include, but are not limited to:

1. Independent geotechnical services and dam/reservoir safety services consistent with the scope of this Agreement; collaboration with Department geotechnical staff with such services, or providing independent review.
2. Design and drafting services.
3. Technical expertise on subject matter, new technologies, analysis and design procedures, construction methods and materials, or equipment.
4. Peer review, value engineering, constructability review, cost estimating.
5. Preparation of drawings, reports, specifications, and any other documents needed for construction contracts and construction support.
6. Geotechnical project, design, and construction management support including budgeting, scheduling, and resource allocation.

SERVICES TO BE PROVIDED (CONT.)

7. Review of designs prepared by others and technical submittals for construction activities.
8. Training and knowledge transfer on any geotechnical services and dam/reservoir safety related matter.
9. Providing personnel, from time to time, who may report to Department supervisors at a Department design office or construction site, to augment Department geotechnical staff or to work along side with Department staff for knowledge transfer purposes.
10. Other geotechnical services, dam/reservoir safety, staff development, and related tasks needed by the Department to meet the purpose and scope of this Agreement.

Actual Task Orders, their budgets, their schedules, and their deliverables will be defined in accordance with Article V, Task Order Development and Approval.