

PROFESSIONAL SERVICES AGREEMENT NO. W2064
between
WEST BASIN MUNICIPAL WATER DISTRICT
and
TETRA TECH, INC.
for
RECYCLED WATER CUSTOMER DEVELOPMENT SERVICES

The West Basin Municipal Water District, herein "DISTRICT", and Tetra Tech, Inc., herein "CONSULTANT", agree as follows:

SECTION 1 - PURPOSE

Under this Agreement, the CONSULTANT shall provide Recycled Water Customer Development Services.

SECTION 2 - SCOPE OF SERVICES

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

SECTION 3 - TERM

The term of this Agreement shall be for a period of two (2) years commencing July 1, 2009 and concluding June 30, 2011.

SECTION 4 - ACCEPTANCE

This Agreement constitutes the DISTRICT's offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT's approval of, and consent to the terms and conditions of this Agreement herein contained.

SECTION 5 - TERMINATION

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in accordance

with the requirements of Section 2 – Scope of Services of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination and upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT's possession in which the DISTRICT, has or may acquire an interest.

SECTION 6 – AGREEMENT ADMINISTRATION

The Project Manager is the DISTRICT's designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Joe Walters
(310) 660-6208

SECTION 7 - CONSIDERATION

The DISTRICT shall compensate the CONSULTANT on a time-and-material basis at the rates and in the amounts shown in Exhibit "B". Total payments shall not exceed \$75,000.00.

SECTION 8 -BILLING

(a) CONSULTANT's invoices shall be submitted on a monthly basis for the previous month's services.

(b) CONSULTANT shall submit an itemized invoice that includes:

- (1) Date or period of service.
- (2) A complete description of the services performed.
- (3) DISTRICT's Agreement number.
- (4) The name of the DISTRICT's Project Manager.
- (5) CONSULTANT's remittance address.
- (6) Name and phone number of CONSULTANT's accounts receivable

representative.

(c) When applicable, CONSULTANT's invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.

(d) CONSULTANT shall submit invoices to the following address:

West Basin Municipal Water District
Attn: Accounts Payable
17140 So. Avalon Blvd., Suite 210
Carson, CA 90746

(e) Incomplete invoices will be returned to the CONSULTANT.

(f) DISTRICT's payment terms are Net 30 days after receipt of invoice.

SECTION 9 - NOTICES

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: CONSULTANT
Tetra Tech, Inc.
Attn: Tom Epperson
16241 Laguna Canyon Road, Suite 200
Irvine, CA 92618

To: DISTRICT
West Basin Municipal Water District
Attn: General Manager
17140 South Avalon Boulevard, Suite 210
Carson, CA 90746-1296

Phone: (310) 217-2411

Fax: (310) 217-2414

SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. The CONSULTANT is released from responsibility to third parties for the use by DISTRICT

of data, reports, and documents on other projects. The CONSULTANT may retain copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONSULTANT without additional compensation to CONSULTANT.

SECTION 11 - CONFIDENTIALITY

Except as required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or subconsultants to disclose or use any of the content of negotiations or Confidential Information furnished, or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

SECTION 12 - FORCE MAJEURE

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

SECTION 13 - INDEMNIFICATION

CONSULTANT shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of CONSULTANT or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from DISTRICTS negligence or willful acts.

SECTION 14 - INSURANCE REQUIREMENTS

(a) The CONSULTANT shall procure and maintain, for the duration of the contract insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the CONSULTANT, officers, agents, employees, or volunteers.

(b) The CONSULTANT shall provide the following coverages:

(1) Commercial General Liability insurance written on an occurrence basis (Insurance Service Office policy form CG 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this contract or the general aggregate shall be twice the required per occurrence limit.

(2) Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability Insurance - The CONSULTANT and all sub-consultants shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the work site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The CONSULTANT shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

(4) Professional Liability insurance appropriate to the CONSULTANT'S profession providing coverage for loss, damage or injury arising out of professional acts, errors or omissions in the amount of \$1,000,000 per claim. If a general policy aggregate limit is applicable to the coverage, the general policy aggregate limit shall apply separately to this contract (with an appropriate endorsement) or the general policy aggregate limit shall be twice the required per claim limit.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions.

(1) Commercial General Liability and Automobile Liability

(i) The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as insureds. Additional insured endorsements shall be