

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into on this ____ day of _____, 20__ (“**Effective Date**”), by and between the Livermore-Amador Valley Water Management Agency (“**LAVWMA**”), and _____ (“**Consultant**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

RECITALS

A. LAVWMA is a joint powers agency organized pursuant to Government Code section 6500 et seq., whose member agencies are the Dublin San Ramon Services District and the Cities of Livermore and Pleasanton (“**Member Agencies**”).

B. LAVWMA requires technical assistance in reviewing all aspects of LAVWMA’s facilities for purposes of evaluating air entrainment issues, as described herein. On _____, 2024, LAVWMA issued a Request for Proposals (“**RFP**”) to request proposals from qualified engineering firms to provide the services required under this Agreement.

C. Consultant submitted a Proposal, dated _____, 2024 (“**Proposal**”), to perform those services, as more fully set forth in this Agreement. The RFP and Proposal are incorporated into and made part of this Agreement.

Now, therefore, for good and sufficient mutual consideration set forth herein, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Services.** Consultant agrees to provide the services set forth in **Exhibit A, Scope of Services**, which is attached hereto and incorporated herein (“**Services**”). The provisions in the body of this Agreement will take precedence over any conflicting or inconsistent terms in Exhibit A.
- 1.2. **Compliance with Law.** Consultant will perform the Services in compliance with all applicable federal, state and local laws, codes, ordinances, rules, regulations, and orders (collectively, “**Laws**”).
- 1.3. **Professional Competence.** Consultant represents and warrants that it has the professional skills and experience necessary to perform the Services and that it will perform the Services in a skillful and professional manner. Consultant further represents and warrants that it has all the necessary qualifications, licenses, or certifications to perform the Services, which will be maintained throughout the Term of this Agreement, as defined below. Consultant will perform the Services in a manner consistent with the best professional practices and standards for Consultant’s profession in Northern California. Neither LAVWMA’s acceptance of

nor payment for the Services will operate as a waiver or release of any of Consultant's obligations pursuant to this Agreement.

- 1.4. **Independent Contractor.** Consultant is an independent contractor and will have control over its work and the means and methods by which the Services are performed. Consultant is not an employee of LAVWMA, which has no employees, and neither Consultant nor its employees or subconsultants is entitled to any health, retirement, or other such employee benefits from LAVWMA. Consultant warrants that it will not represent itself as an employee of LAVWMA. Except and only to the extent authorized under this Agreement, if at all, Consultant is not authorized to act as an agent of LAVWMA.
- 1.5. **Confidentiality.** Consultant agrees to maintain in confidence and not disclose to any person, public entity, or private entity, without LAVWMA's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of LAVWMA, including any data, information, technology, or material developed or obtained by Consultant during the performance of the Services.
- 1.6. **Ownership of Work Product.** Except as may otherwise be specified in Exhibit A, Scope of Services, all property rights, including copyrights, in any reports, studies, plans, specifications, drawings, diagrams, or other material prepared on behalf of LAVWMA pursuant to this Agreement, whether complete or incomplete, (collectively, "**Work Product**") will be and remain the sole property of LAVWMA. All Work Product not already provided to LAVWMA during the Term, as defined below, will be delivered to LAVWMA immediately upon completion of the Services, expiration of the Term, or termination of this Agreement, whichever occurs first. LAVWMA and its agents, employees, representatives, and assigns, may use the Work Product in whole or in part, or in modified form, for any purposes LAVWMA may deem appropriate without payment of any additional compensation to Consultant.
- 1.7. **Documentation.** Consultant will keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, including Consultant's costs to perform the Services, and Consultant will make such documents available for review and/or audit by LAVWMA or LAVWMA's authorized representatives during normal business hours for at least four years following completion of the Services, expiration of the Term, or termination of this Agreement, whichever occurs first.
- 1.8. **Testimony.** Consultant agrees to testify at LAVWMA's request if litigation is brought against LAVWMA in connection with the Services. Unless the action is brought by Consultant or is based upon Consultant's alleged negligence or malfeasance, LAVWMA will compensate Consultant for its preparation and testimony at an hourly rate not to exceed Consultant's hourly rates for this

Agreement, as set forth in Section 2.1, Compensation, and the exhibits incorporated therein.

ARTICLE 2 - COMPENSATION

- 2.1. **Compensation.** LAVWMA will compensate Consultant for all Services fully performed in compliance with this Agreement to LAVWMA's satisfaction, as further specified in **Exhibit B, Compensation**, and accompanying **Exhibit B-1, Rate Schedule**, both of which are attached hereto and incorporated herein. Compensation for the Services will not exceed \$ _____ ("**Cost Ceiling**"), without prior written authorization by LAVWMA's General Manager. Consultant will promptly notify LAVWMA in writing when the total amount it has invoiced meets or exceeds 90 percent of the Cost Ceiling.
- 2.2. **Invoices and Payment.** Consultant must submit monthly invoices in a form satisfactory to LAVWMA on or before the tenth day of each month for Services provided during the preceding calendar month. Each invoice must include, at a minimum, for each day that Services were provided: (a) the date that Services were provided; (b) a description of the Services provided; (c) the name, title/position, and hourly rate for each individual or subconsultant providing the Services; (d) the total time spent by each such individual or subconsultant providing the Services; (e) and itemized reimbursements as authorized in Section 3 of Exhibit B. The invoice must specify the starting and ending dates of the billing month covered by the invoice, the total amount due under the invoice, and the total amount billed to date, including all past invoices. Consultant must submit time and cost records as specified in Exhibit B, or as requested by LAVWMA, to substantiate its costs to perform the Services, including receipts for reimbursements and subconsultant invoices. LAVWMA reserves the right to withhold amounts in dispute based on Services not performed to LAVWMA's satisfaction, damage caused by unexcused delay in Consultant's performance of Services, or other material default of this Agreement. Within 30 days after receipt of an invoice submitted in compliance with this Section 2.2, LAVWMA will pay Consultant the amount due under the invoice, excepting only any disputed amounts, if any. Consultant will not stop or delay performance of the Services under this Agreement because of payment disputes with LAVWMA, but must comply with the dispute resolution procedures set forth in Section 7.9, Dispute Resolution.
- 2.3. **Final Payment.** LAVWMA will not release the final payment to Consultant until the Services have been fully completed to LAVWMA's satisfaction, and LAVWMA has received all Work Product and deliverables required pursuant to this Agreement. Consultant will diligently continue and complete performance of the Services if the Services are not complete before Consultant's total invoices exceed the amount of the Cost Ceiling.

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1. **Time.** Time is of the essence in the performance of all requirements of this Agreement. Unless terminated early pursuant to Section 3.2, Termination, this Agreement will remain in full force and effect until the Services are completed, which must be no later than _____, 20__ (the “**Term**”). Consultant will diligently prosecute performance of the Services to ensure completion within the Term and in accordance with any milestones or schedule for completion as may be set forth or incorporated in Exhibit A, Scope of Services. Notwithstanding the foregoing, if the Services are not fully completed to LAVWMA’s satisfaction prior to expiration of the Term, LAVWMA, acting in its sole discretion, may unilaterally elect to extend the Term to allow for completion of Services, by giving written notice to Consultant prior to expiration of the Term.
- 3.2. **Termination.** Notwithstanding the foregoing, LAVWMA may elect to terminate this Agreement before expiration of the Term as follows:
- A. *Termination for Convenience.* LAVWMA may terminate this Agreement for convenience by giving seven business days written notice to Consultant. The notice of termination may include the effective date of the termination and instructions for submitting all Work Product to LAVWMA. If LAVWMA elects to terminate the Agreement without cause, it will pay Consultant for Services that LAVWMA determines have been satisfactorily provided up to the effective date of the termination, but LAVWMA may withhold final payment in part or in whole pending delivery to LAVWMA of all required Work Product.
- B. *Termination for Cause.* If Consultant breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, LAVWMA may notify Consultant in writing of the breach, specifying the time within which the breach must be remedied. If Consultant fails to remedy or fails to take reasonable steps to remedy the breach as specified in the written notice, LAVWMA may terminate this Agreement immediately, by delivering written notice of termination to Consultant. The notice of termination may include the effective date of termination and instructions for submitting all Work Product to LAVWMA. Consultant will be entitled to payment for all Services that LAVWMA determines have been satisfactorily completed up to the effective date of termination, except that LAVWMA may deduct from final payment the total amount of any costs LAVWMA incurred because of Consultant’s breach.
- 3.3. **Other Remedies.** Nothing in this Article 3 will be deemed to limit LAVWMA’s rights or remedies under this Agreement.
- 3.4. **Survival.** The following provisions will survive expiration of the Term or termination of this Agreement: Section 1.5, Confidentiality; Section 1.6, Ownership of Work Product; Section 1.7, Documentation; Section 1.8, Testimony; Section 5.1, Indemnity; Article 6, Notices; and all provisions in Article

7, Miscellaneous, that relate to dispute resolution, litigation, and construction or interpretation of the Agreement.

ARTICLE 4 - DESIGNATED REPRESENTATIVES

- 4.1. **LAVWMA's Representative.** LAVWMA's General Manager is LAVWMA's primary representative for this Agreement, with responsibility and authority for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for coordination between the Parties.
- 4.2. **Consultant Representative.** Consultant designates and LAVWMA hereby approves _____ as Consultant's primary representative for this Agreement, with immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement, including coordination between the Parties. Any change in Consultant's designated representative is subject to prior written approval by LAVWMA's General Manager.

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

- 5.1. **Indemnification.** The terms and conditions set forth in subsection 5.1.A, Non-Design Professional, below, are applicable to this Agreement only if Consultant is not a "design professional" as that term is defined in and used in Civil Code section 2782.8. The terms and conditions set forth in subsection 5.1.B, Design Professional, below, are applicable to this Agreement only if Consultant is a "design professional" as that term is defined in and used in Civil Code section 2782.8.
- A. *Non-Design Professional.* Consultant will, to the full extent permitted by law, indemnify, hold harmless, and defend with counsel acceptable to LAVWMA at Consultant's sole expense, LAVWMA, its Member Agencies, and their respective governing bodies, officials, officers, employees, agents, and volunteers (collectively, "**Indemnified Parties**"), from and against all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, investigation costs, all legal costs and fees) (collectively, "**Liability**") of every nature arising out of or in connection with Consultant's performance of the Services and acts or omissions with respect to this Agreement, excepting only such Liability caused by the sole active negligence or sole willful misconduct of any one or more of the Indemnified Parties. This indemnification obligation is not limited by any limitation on the amount or type of damages payable under Workers' Compensation or other employee benefit acts or by insurance coverage limits, and will survive expiration or early termination of this Agreement. This paragraph does not apply to this Agreement if the Services are

design professional services provided by a licensed architect, landscape architect, engineer, or land surveyor.

- B. *Design Professional.* To the full extent permitted by law, and subject to the limitations set forth in Civil Code section 2782.8, Consultant will indemnify, hold harmless, and defend with counsel acceptable to LAVWMA at Consultant's sole expense, LAVWMA, its Member Agencies, and their respective governing bodies, officials, officers, employees, agents, and volunteers (collectively, "**Indemnified Parties**"), from and against all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, investigation costs, all legal costs and fees) (collectively, "**Liability**") of every nature which arises out of, or pertains or relates to the negligence, recklessness, or willful misconduct of Consultant in performance of the Services, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any one or more of the Indemnified Parties. This indemnification obligation is not limited by any limitation on the amount or type of damages payable under Workers' Compensation or other employee benefit acts or by insurance coverage limits, and will survive expiration or early termination of this Agreement. This paragraph applies to this Agreement only if the Services are design professional services provided by a licensed architect, landscape architect, engineer, or land surveyor.

5.2. **Health and Safety.** Consultant may perform part of the Services at sites which contain unknown working conditions and contaminated materials. Consultant is solely responsible for the health and safety of Consultant's employees, agents, and subconsultants during the performance of the Services.

5.3. **Insurance.** Consultant must procure, provide, and maintain at all times during the Term of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers that are licensed to do business in the State of California and which have an A.M. Best rating of no less than A:VII. The required insurance must cover the acts or omissions of Consultant, its employees, and its subconsultants relating to or arising from the performance of Services under this Agreement.

A. *Comprehensive Automobile Liability Insurance.* Comprehensive Automobile Liability Insurance, issued on an occurrence basis, providing bodily injury liability and property damage, to protect against all liability arising out of the use of any owned, hired, or non-owned, passenger or commercial automobile, at a minimum amount of \$1,000,000 combined single limit and \$2,000,000 aggregate.

B. *Commercial General Liability Insurance.* Commercial General Liability Insurance, issued on an occurrence basis, with limits providing a minimum amount of \$1,000,000 combined single limit coverage for each

occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The insurance must cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by Consultant in this Agreement; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.

- C. *Professional Liability Insurance.* Professional Liability Insurance protecting against liabilities arising out of or in connection with negligent acts, errors, or omissions of Consultant, and Consultant's employees, agents, and subconsultants, in connection with this Agreement, at a minimum amount of \$1,000,000 combined single limit coverage and \$1,000,000 aggregate, on a claims made basis with a continuation of coverage extension for liabilities for two years from completion of the Services, expiration of the Term, or termination of the Agreement, whichever occurs first. The professional liability insurance must include coverage for contractual liability assumed by the Consultant under this Agreement.
- D. *Workers Compensation Insurance.* Workers' Compensation insurance, occupational disease insurance and employer's liability insurance with minimum limits as required by Laws, covering all workplaces involved in this Agreement.
- E. *Certificates of Insurance.* Before beginning any Services under this Agreement, Consultant will provide LAVWMA with certificates of insurance evidencing that Consultant has obtained or maintains the insurance coverage required by this Section 5.3. The certificates must be on forms acceptable to LAVWMA. Each certificate of insurance must state, or include an endorsement stating, that the policy will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to LAVWMA, unless due to non-payment of premiums, in which case at least 10 days written notice must be provided.
- F. *Endorsements.* Consultant will also furnish LAVWMA with original endorsements in a form approved by LAVWMA, as follows:
 - (1) **Waiver of Subrogation:** Consultant waives any right of subrogation and each required policy must include an endorsement waiving the insurer's right of subrogation against LAVWMA or LAVWMA's insurers.
 - (2) **Additional Insured Coverage:** The Automobile and Commercial General Liability policies must be endorsed to name LAVWMA, its Member Agencies, and their respective

governing bodies, officials, officers, employees, agents, and volunteers (collectively, “**Additional Insureds**”) as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and protecting the Additional Insureds against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly from performance or non-performance of the Services. Each additional insured endorsement must provide that the inclusion of more than one insured, including the Additional Insureds, will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

- (3) Primary Coverage: The insurance provided by Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss.

- G. *Additional Coverage.* Any insurance coverage carried by Consultant that is broader than or in excess of the specified minimum insurance requirements or limits specified above, including but not limited to any umbrella or excess insurance, will be available to the Additional Insureds for any covered liability. The requirements for coverage and limits will be the greater of: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
- H. *Material Breach.* If Consultant fails to maintain insurance coverage or provide insurance documentation which is required pursuant to this Agreement, it will be deemed a material breach of this Agreement. LAVWMA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, LAVWMA may elect to purchase the required insurance coverage, and without further notice to Consultant, may deduct from payment due to Consultant any premium costs incurred by LAVWMA for such insurance. These remedies are in addition to any other remedies available to LAVWMA for breach of this Agreement.
- I. *Subconsultants.* Before a subconsultant may perform Services pursuant to this Agreement, Consultant must submit evidence, including certificates of insurance and endorsements, that (1) the subconsultant is covered under Consultant’s required policies, as specified above; or (2) the subconsultant has insurance coverage that meets or exceeds the minimum insurance requirements set forth in this Section 5.3.

ARTICLE 6 - NOTICES

written consent of LAVWMA. This Agreement is binding on the heirs, successors, and permitted assigns of the Parties.

- 7.4. **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining provisions will continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to give effect to the intentions of the Parties.
- 7.5. **Counterparts.** This Agreement may be signed in counterparts and, when fully signed, such counterparts will have the same effect as if signed in one document.
- 7.6. **Choice of Law and Venue.** This Agreement and all matters relating to it will be governed by the laws of the State of California without reference to its choice of laws principles, and venue will be in a court of competent jurisdiction in Alameda County, California, and no other place.
- 7.7. **Waiver.** No failure on the part of either Party to exercise any right or remedy hereunder will operate as a waiver of any other right or remedy that Party may have hereunder. No waiver of a breach, failure of any condition, or any right or remedy provided under this Agreement will be binding upon the waiving Party unless such waiver is in a writing signed by an authorized representative of the waiving Party. No waiver of a breach, failure of any condition, or any right or remedy, will constitute a continuing waiver or a waiver of any other breach, failure of any condition, or right or remedy, whether past or future, similar or dissimilar, unless and only to the extent specified in the signed, written waiver.
- 7.8. **Force Majeure.** If either Party is delayed, hindered in, or prevented from performing any duty required under this Agreement due to an unforeseen event outside that Party's control, including strikes, lockouts, power outage, riots, insurrection, war, fire, major earthquake, or other catastrophic event ("**Force Majeure Event**"), performance of that duty will be excused for the period during which and to the extent the Force Majeure Event delays, hinders, or prevents performance of that duty. Delay or failure to perform resulting from a lack of funds or from circumstances within a Party's control do not constitute Force Majeure Events.
- 7.9. **Dispute Resolution.** The Parties will attempt to resolve any disputes arising from or pertaining to this Agreement by informal negotiations, conducted in face-to-face meetings of the principal representatives of the Parties if possible. If the Parties are unable to resolve a dispute in whole or in part through informal negotiations, the Parties will seek to resolve the matters remaining in dispute through mediation with a qualified, neutral mediator that is acceptable to each Party, and at a mutually agreed-upon date, time, and location. Sufficiently in advance of the mediation to allow meaningful time for review, the Parties will provide each other and the mediator any documents or information that are reasonably necessary to resolve the matter to be mediated, subject to limitations applicable to confidential and privileged documents and information. The Parties

will share the cost of the mediation equally, but each Party will bear its own costs to prepare for and participate in the mediation, including its own legal costs.

- 7.10. **Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 7.11. **Interpretation.** In the event this Agreement is ever construed in any dispute between the Parties, it and each of its provisions will be deemed to have been prepared jointly by the Parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement.
- 7.12. **Provisions Deemed Included.** Every provision required by Laws to be included in this Agreement will be deemed included, and the Agreement will be construed and enforced as though such any such required provision was fully set forth herein.
- 7.13. **Headings.** The headings in this Agreement are included for convenience only and will not affect the construction of any provision in this Agreement nor affect any of the rights or obligations of the Parties.
- 7.14. **Precedence.** If any provision in the RFP or Proposal conflicts with or is inconsistent with the provisions set forth in this Agreement, including the Exhibits hereto, the provisions set forth in this Agreement will control over the conflicting or inconsistent provisions in the RFP or Proposal.
- 7.15. **Subsequent Contract.** Unless otherwise specified in Exhibit A, Consultant's duties and Services under this Agreement do not include preparing or assisting LAVWMA with any portion of LAVWMA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with LAVWMA. LAVWMA will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Unless otherwise specified by LAVWMA, Consultant's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. Consultant will cooperate with LAVWMA to ensure that all bidders or respondents for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement, if any.
- 7.16. **Authority.** Each individual executing this Agreement on behalf of a Party represents that he or she is duly authorized to sign and deliver the Agreement on behalf of that Party and that this Agreement is binding on such Party in accordance with its terms. The Agreement must be executed on behalf of

Consultant as specified below, and upon request by LAVWMA, Consultant must promptly provide written evidence to LAVWMA's reasonable satisfaction, that the individual(s) executing this Agreement on behalf of Consultant is/are fully authorized to bind Consultant to this Agreement.

- A. *Corporation.* If Consultant is a corporation, pursuant to Corporations Code section 313, the Agreement must be executed by two officers of the corporation as follows:
 - (1) One signature by the chairperson, president, or any vice-president, and
 - (2) One signature by the secretary, any assistant secretary, chief financial officer, or any assistant treasurer.
- B. *Limited Liability Company.* If Consultant is a limited liability company ("**LLC**"), the Agreement must be executed by the chief executive of the LLC, or Consultant must attach a resolution of the LLC evidencing the authority of the signatory to bind the LLC.
- C. *Partnership.* If Consultant is a partnership, the Agreement must be signed by the managing partner or a partner authorized to execute agreements of this type on behalf of the partnership.
- D. *Sole Proprietorship.* If Consultant is a sole proprietorship, the Agreement must be signed by the owner.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows.

**LIVERMORE-AMADOR VALLEY
WATER MANAGEMENT AGENCY**

By: _____
Levi Fuller, General Manager

Date _____

Approved As To Form

By: _____
Alexandra M. Barnhill, General Counsel

Consultant Business Name*

By: _____

Date _____

Name and Title

By: _____

Date _____

Name and Title

*See Section 7.15, Authority, regarding Consultant's signature requirements.

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

Compensation

LAVWMA will compensate Consultant for Services satisfactorily performed in compliance with the Agreement based on Consultant's approved hourly rates, as set forth in **Exhibit B-1, Rate Schedule** and authorized reimbursements, as specified below, up to the Cost Ceiling (as defined in Section 2.1 of the Agreement). Consultant is responsible for prudent management of its time and resources to provide the Services on a cost-effective basis. Compensation will be solely based on the following costs, all of which count toward the Cost Ceiling:

1. *Direct Labor.* Consultant's compensation will be based on the total number of hours each employee of Consultant spent performing the Services times the approved hourly rate for each such employee as set forth in Exhibit B-1, Rate Schedule, including any work performed on overtime or on holidays or weekends, unless otherwise required by Laws.
2. *Subconsultant Costs.* Services provided by authorized subconsultants will be compensated based on Consultant's direct cost plus a markup of not more than 10%. A copy of each subconsultant's invoice for Services must be submitted with Consultant's invoice for those Services.
3. *Other Direct Costs.* Consultant will be reimbursed, as set forth below, for certain reasonable, direct costs which are necessarily incurred to perform the Services, but without any additional mark-up and subject to appropriate documentation for costs actually incurred, which must be submitted with the invoice seeking such reimbursement. Consultant will not be entitled to compensation for costs that have not yet been incurred, or for costs that are not reasonable under the circumstances.
 - a. Subject to LAVWMA's prior written authorization, Consultant will be reimbursed for reasonable living and traveling expenses.
 - b. Consultant will be reimbursed for personal vehicle use, at the current IRS approved mileage rate.
 - c. Consultant will be reimbursed for reproduction of Work Product as required under this Agreement, based on reasonable local rates for bulk reproduction or at other reasonable rates approved by LAVWMA.
 - d. Consultant will be reimbursed for special overnight delivery or messenger services.

