

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE
CRITICAL SERVICES CENTER PROJECT
PROJECT DIR # _____**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of August 1, 2026, by and between the MISSION SPRINGS WATER DISTRICT, a County Water DISTRICT ("DISTRICT") whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and Z&K Consultants, a California Corporation whose address is 17130 Van Buren Blvd. #122, Riverside, CA 92504 ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: Construction Management and Inspection Services for the Critical Services Center Project; and

B. CONTRACTOR has made a proposal ("Proposal") to the DISTRICT to provide such professional services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on June 30, 2028, unless extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Crystal Fraire as CONTRACTOR'S professional(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to

act as the project manager (“Project Manager”) in connection with the delivery of Services under this Agreement.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$641,520.00.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT’s:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by the DISTRICT, the CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply at its sole expense with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5.11 In the performance of this contract the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Professional Liability Insurance. Choose and check one: Required ___ /Not Required ___; CONTRACTOR will file with DISTRICT, before beginning professional services, a certificate of insurance satisfactory to DISTRICT evidencing professional liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

b. Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [___]
(Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. CONTRACTOR will file with DISTRICT, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing.

c. If Claims Made Policies (applies only to professional liability and cyber liability policies):

1. The Retroactive Date must be shown and must be before the date of

the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

d. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

e. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

f. Workers’ compensation (statutory limits) and employer’s liability (\$1,000,000) per accident for bodily injury or disease. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the professional services under this agreement. As required by the State of California, with Statutory Limits and Employer’s Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.

g. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit “B”**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

h. Required Provisions –

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage. CONTRACTOR shall provide certificates of insurance to the DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current insurance certification shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. CONTRACTOR shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work.

- Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it".

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with

the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of the ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7A. Indemnification Design Professionals.

7A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 7A shall apply instead of Section 7. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the DISTRICT, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of DISTRICT. However, CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the DISTRICT is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At the DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to

DISTRICT's agents for examination of all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

12.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

12.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

12.04 If any legal action or proceeding, 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 and costs, in addition to any other relief to which that party may be entitled.

12.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

12.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

12.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and

during the term of this Agreement.

12.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. The CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

12.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

CONTRACTOR:

Z&K CONSULTANTS, INC.

By: _____

Print
Name _____

Title: _____

Date: _____

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

PROPOSAL

(insert behind this page)



Mission Springs Water District Inspection Services for the Critical Services Center & HWWTP Percolation Ponds Project

May 28, 2026



1. Cover Letter

1. Cover Letter

May 28, 2026

Daniel Virgen, Jr., *Associate Engineer*
Mission Springs Water District
66575 Second Street, Desert Hot Springs, CA 92240

Subject: Proposal Inspection Services for the Critical Services Center and Horton Wastewater Treatment Plant (HWWTP) Percolation Ponds Modification Project

Dear Mr. Virgen, Jr.,

Z&K Consultants, Inc. is pleased to submit this proposal to provide construction inspection services for the Critical Services Center and Horton Wastewater Treatment Plant Percolation Ponds Modification Project. We appreciate the opportunity to support Mission Springs Water District on this important capital improvement project and are confident our team possesses the qualifications, technical expertise, and utility infrastructure experience necessary to successfully support project delivery.

The project's combination of new headquarters and operations facilities, site development improvements, utility infrastructure, waterline improvements, roadway improvements, and wastewater facility enhancements aligns well with Z&K's experience providing inspection services for public facilities, water and wastewater infrastructure, utility improvements, and municipal capital projects throughout Southern California.

Z&K has extensive experience supporting public agencies with construction inspection services on projects involving vertical construction, utility infrastructure, treatment facilities, roadway improvements, and complex multi-disciplinary improvements. Our inspectors understand the importance of maintaining project quality while facilitating efficient project delivery through proactive communication, thorough documentation, and close coordination with contractors, designers, utility providers, and agency staff. Our team is committed to protecting the District's interests by ensuring all work is performed in accordance with approved plans, specifications, applicable codes, and industry standards.

To support the District, Z&K proposes two highly qualified Senior Construction Inspectors: Zack Faqih, PE, QSD/QSP, ICC, CBO, MSCE, and Saul J. Cruz, ICC, ACI, DSA. Zack brings more than 36 years of construction and inspection experience involving public facilities, water and wastewater systems, utility infrastructure, treatment facilities, roadway improvements, and complex multi-disciplinary projects. Saul is a highly qualified Senior Construction Inspector with extensive DSA, ICC, AWS, and ACI certifications and experience providing special inspection, quality assurance, testing coordination, and construction compliance services on complex public facility and utility infrastructure projects. Together, they provide the District with experienced inspection professionals capable of supporting all aspects of the Critical Services Center and Horton Wastewater Treatment Plant Percolation Ponds Modification Project.

Our team understands the importance of maintaining quality, safety, schedule adherence, and regulatory compliance throughout the 548-day construction duration. Z&K's inspectors are experienced in contractor coordination, documentation, testing and inspection coordination, verification of compliance with plans and specifications, review of contractor work for quality and conformance, and proactive communication with project stakeholders to support successful project completion. We recognize that this project includes critical facility construction, utility improvements, roadway work, treatment facility improvements, and active operational environments requiring careful coordination and consistent inspection presence throughout construction.

Crystal Fraire, PE, President (Principal-in-Charge), will serve as Z&K's principal point of contact for this proposal and is authorized to legally bind the firm in contractual matters. ***We appreciate your consideration and look forward to the opportunity to assist Mission Springs Water District with this important project.***

Sincerely,



Crystal Fraire, PE, President (Principal-in-Charge)

17130 Van Buren Blvd. #122, Riverside, CA 92504

Phone: (951) 310-7470 | Fax: N/A

Email: cfraire@zandkconsultants.com



2. Qualifications of Personnel

Zack Faqih, PE, QSD/QSP, ICC, CBO, MSCE

Senior Construction Inspector



PROFESSIONAL REGISTRATION

- » Professional Engineer, P.E.
State of California, C57958
- » SWPPP (QSD) & (QSP)
Certificate # 22055

EDUCATION

- » MSCE - Structures
Cal State Fullerton 2005
- » BSCE - Civil /Transportation
Cal State LA 1985

CERTIFICATIONS

- » ICC Certified Accessibility
Inspector/Plans Examiner
- » ICC Certified Building Official
- » ICC Certified Plans Examiner
- » ICC Certified Mechanical
Inspector
- » ICC Certified Plumbing
Inspector
- » ICC Certified Electrical Inspector
- » OSHA 30 Hour
- » State Certified HERS Rater
- » Certified Emergency Inspector
- » C.G.B.P Certified Green
Building Inspector
- » Certified Special Inspector for
Fire
Proofing
- » Certified Special Inspector for
Structural Welding
- » Certified Special Inspector for
Structural Steel
- » Certified Special Inspector for
Reinforced Concrete

Zack Faqih is a Senior Construction Inspector with more than 36 years of experience managing the construction and inspection of public infrastructure and facility projects throughout Southern California. As a licensed Professional Engineer, Certified Building Official, and ICC-certified professional, Zack possesses expertise in construction management, contractor coordination, quality assurance, schedule oversight, submittal and RFI management, utility coordination, and regulatory compliance.

His background includes administration buildings, utility infrastructure, water and wastewater facilities, roadway improvements, and municipal capital projects. Zack's extensive experience overseeing multi-disciplinary construction efforts makes him well-suited to support the Mission Springs Water District Critical Services Center and Horton Wastewater Treatment Plant Percolation Ponds Modification Project.

Representative Project Experience

Long Beach Utilities Department, EO-3500 TP Lab & Operations Building HVAC System | As Senior Construction Inspector, Zack provided inspection oversight for HVAC system improvements within a treatment plant laboratory and operations building. His responsibilities included monitoring construction activities, verifying compliance with plans and specifications, coordinating testing and inspection services, reviewing contractor work for quality and conformance, and documenting project progress. This experience is directly relevant to the Mission Springs Water District Critical Services Center, which includes administration and operations facilities requiring inspection of complex building systems.

Long Beach Utilities Department, EO-3687 GWTP Booster Pump Station Rehabilitation | Zack provided inspection services for rehabilitation improvements at a groundwater treatment plant booster pump station. His responsibilities included verifying compliance with project requirements, coordinating testing and special inspections, documenting construction activities, monitoring contractor performance, and ensuring quality control throughout construction. This experience provides valuable knowledge of utility facility improvements and water infrastructure systems similar to those included in the Mission Springs Water District program.

Long Beach Utilities Department, Phase 2 GWTP Treatment Plant Filter Gallery Valve Rehabilitation | As Senior Construction Inspector, Zack performed inspection and quality assurance services for rehabilitation improvements within an active groundwater treatment facility. His responsibilities included monitoring construction activities, documenting project progress, coordinating testing and inspection services, and verifying compliance with plans, specifications, and applicable standards. The project required close coordination within an operating treatment facility while maintaining construction quality and operational continuity.

Long Beach Utilities Department, S-8 Lift Station Rehabilitation Project | Zack provided inspection services for rehabilitation improvements at an existing wastewater lift station. His responsibilities included construction observation, verification of contractor compliance with project requirements, coordination of testing and inspection activities, documentation of field conditions, and monitoring construction quality. This experience is directly applicable to the Horton Wastewater Treatment Plant Percolation Ponds Modification component of the Mission Springs Water District project due to its wastewater infrastructure and utility facility elements.

City of South Gate, Hollydale Community Park Community Building Project | As Senior Construction Inspector, Zack provided inspection services for the construction of a new ground-up community building and associated site improvements at Hollydale Community Park. His responsibilities included monitoring construction activities, verifying compliance with plans and specifications, coordinating testing and inspection services, documenting project progress, and ensuring quality control throughout construction. The project included building construction, utility improvements, site development, ADA-compliant features, hardscape, and landscape improvements requiring close coordination among contractors, consultants, and City staff. This experience is directly relevant to the Mission Springs Water District Critical Services Center due to its combination of vertical construction, site improvements, utility infrastructure, and public facility development.

Elsinore Valley Municipal Water District, Highway 74 El Cariso Water Improvements | Zack provided inspection services for water system improvements associated with transmission and distribution infrastructure within the Highway 74 corridor. His responsibilities included construction observation, verification of contractor compliance, coordination of testing activities, documentation of field conditions, and monitoring construction quality. The project involved utility installation within an active roadway environment and required coordination among contractors, utility providers, and agency stakeholders. This experience is directly applicable to the waterline and roadway improvement elements of the Mission Springs Water District project.

City of Norwalk, Water Main Replacement Project | As Senior Construction Inspector, Zack provided inspection oversight for replacement of existing water main infrastructure and related utility improvements. His responsibilities included monitoring contractor activities, coordinating testing and inspection services, documenting project progress, and verifying compliance with project requirements. The project involved underground utility construction, trenching, water system improvements, and roadway restoration activities similar to those included in the Mission Springs Water District program.

City of El Segundo, El Segundo Boulevard Improvement Project | Zack provided inspection services for roadway and utility improvements along El Segundo Boulevard. His responsibilities included construction observation, quality assurance, coordination of testing and inspection activities, documentation of project progress, and verification of contractor compliance with plans and specifications. The project included public roadway improvements, utility coordination, pavement restoration, and infrastructure enhancements, providing experience directly applicable to the Park Lane street improvement component of the Mission Springs Water District Critical Services Center project.

City of Corona, WRF 2 MCC Project | As Senior Construction Inspector, Zack provided inspection services for electrical improvements associated with the Water Reclamation Facility No. 2 Motor Control Center (MCC) Project. His responsibilities included monitoring construction activities, verifying compliance with plans and specifications, coordinating testing and startup activities, documenting project progress, and ensuring quality control throughout construction. The project involved electrical infrastructure improvements within an active treatment facility, requiring close coordination among contractors, utility operations staff, and project stakeholders. This experience is directly relevant to the Mission Springs Water District Critical Services Center due to its electrical systems, utility infrastructure, and operational facility components.

City of Corona, WRF 1 Static & Flash Mixer Project | Zack provided inspection oversight for treatment process improvements at Water Reclamation Facility No. 1 involving static and flash mixer systems. His responsibilities included construction observation, verification of contractor compliance, coordination of testing and inspection activities, documentation of field conditions, and monitoring construction quality. The project required coordination of mechanical, electrical, and process-related improvements within an active treatment facility environment, providing experience applicable to the utility and facility infrastructure elements of the Mission Springs Water District program.

Saul J. Cruz, ICC, ACI, DSA

Senior Construction Inspector



PROFESSIONAL REGISTRATION

- » DSA Class II Project Inspector #6228
- » DSA Shotcrete Inspector #6176
- » DSA Masonry Inspector #6023
- » AWS Certified Welding Inspector #16060251

CERTIFICATIONS

- » ICC Master of Special Inspections
- » ICC Structural Steel Inspector
- » ICC Structural Steel & Bolting Inspector
- » ICC Reinforced Concrete Inspector
- » ICC Prestressed/Post-Tensioned Concrete Inspector
- » ICC Fireproofing Inspector
- » ICC Mechanical Inspector
- » ACI Masonry Inspector #1322996
- » ACI Field Technician #1322996
- » ACI Post-Installed Anchor Inspector #1322996
- » PCI Plant Inspector #17142
- » LADBS Steel Construction Inspector
- » San Diego Deputy Inspector (Concrete, Masonry, Steel)

Saul J. Cruz is a Senior Construction Inspector with extensive experience providing DSA inspection, special inspection, materials testing oversight, and construction quality assurance services for public facilities throughout Southern California. As a DSA Class II Project Inspector, AWS Certified Welding Inspector, and ICC Master of Special Inspections, he possesses expertise in structural steel, reinforced concrete, masonry, welding, shotcrete, post-installed anchors, fireproofing, and mechanical systems. His background in quality assurance, code compliance, testing coordination, and construction documentation makes him well-suited to support the Mission Springs Water District Critical Services Center and Horton Wastewater Treatment Plant Percolation Ponds Modification Project.

Representative Project Experience

Antelope Valley College District, Cedar Hall and Mesquite Hall Improvements (\$47M) | Saul Cruz served as Special Inspector and Project Supervisor for the construction of a new three-story classroom facility, entry canopy improvements, and associated site development. His responsibilities included inspection of structural steel fabrication and erection, field welding, high-strength bolting, and verification of compliance with DSA requirements, project specifications, and applicable building codes. Saul coordinated testing and inspection activities, maintained quality assurance documentation, and worked closely with contractors and project stakeholders to ensure successful project delivery.

Southwestern Community College District, Student Union Building and Solar Improvements (\$79M) | As Special Inspector and Project Supervisor, Saul provided inspection oversight for construction of a new Student Union Building and rooftop solar installation. His responsibilities included structural steel inspection, field welding, high-strength bolting, post-tensioning, post-installed anchors, and coordination of special inspections. Saul ensured construction activities met project requirements, maintained detailed inspection records, and supported successful delivery of this large-scale educational facility.

Eastern Municipal Water District, San Jacinto Valley Groundwater Treatment Facility | Saul is providing inspection services for this major water infrastructure improvement project. His responsibilities include monitoring construction activities, verifying compliance with plans and specifications, coordinating testing and inspection services, documenting project progress, and ensuring quality control throughout construction. This project provides direct experience with water utility facilities and infrastructure systems similar to those included in the Mission Springs Water District program.

Orange County Sanitation District, Digesters Rehabilitation at Plant No. 2 | Saul provided inspection services for the rehabilitation of existing wastewater treatment plant digesters, including repairs to digester domes, walls, bridges, hot water piping systems, electrical motor control centers, and associated safety improvements. His work involved inspection of structural, mechanical, and utility improvements within an active wastewater treatment facility while ensuring compliance with project specifications, safety requirements, and quality standards.



3. Experience Relative to District Needs/References

3. Experience Relative to District Needs/References

The following projects demonstrate Z&K Consultants' experience providing construction inspection services for public facilities, utility infrastructure, water and wastewater treatment facilities, electrical system improvements, roadway improvements, and complex multi-disciplinary capital improvement projects.

City of South Gate, Hollydale Community Park Community Building Project | The Hollydale Community Park Community Building Project involved the construction of a new ground-up community building and comprehensive site improvements designed to enhance recreational and community services for City residents. Improvements included construction of the new building, utility infrastructure installation, grading, ADA-compliant access improvements, hardscape features, landscaping, irrigation systems, site lighting, and related park enhancements. The project required extensive coordination among contractors, utility providers, consultants, and City staff to maintain project quality, schedule, and compliance with applicable codes and standards. The combination of vertical construction, utility improvements, and site development activities makes this project highly comparable to the Mission Springs Water District Critical Services Center.

Reference: Elias Saikaly, PE, *Project Manager*, (323) 563-9581, esaikaly@sogate.org, 8650 California Avenue, South Gate, CA 90280

City of Corona, WRF 2 MCC Project | The Water Reclamation Facility No. 2 Motor Control Center (MCC) Project involved electrical infrastructure improvements supporting critical wastewater treatment operations. The project included upgrades and modifications to electrical distribution systems, motor control equipment, control systems, startup and testing activities, and related facility infrastructure improvements necessary to support reliable plant operations. Construction activities were performed within an active treatment facility environment and required careful coordination to maintain operational continuity while implementing electrical system upgrades. The project demonstrates experience with treatment facility infrastructure, electrical systems, utility operations, contractor coordination, testing, commissioning, and quality assurance procedures similar to those required for the Mission Springs Water District project.

Reference: Aftab Hussain, *Project Manager*, (909) 202-5981, aftab.hussain@coronaca.gov, 755 Public Safety Way, Corona, CA 92878

City of El Segundo, El Segundo Boulevard Improvement Project | The El Segundo Boulevard Improvement Project consisted of roadway rehabilitation and utility infrastructure improvements along a major City transportation corridor. Improvements included pavement rehabilitation, utility adjustments, underground infrastructure coordination, traffic control implementation, pedestrian accessibility enhancements, striping, signage, and restoration of impacted public improvements. The project required significant coordination among contractors, utility providers, City staff, businesses, and the traveling public to maintain access and minimize construction impacts. The combination of roadway improvements, utility coordination, public infrastructure enhancements, and work within an active public right-of-way provides experience directly applicable to the Park Lane waterline and street improvement components of the Mission Springs Water District Critical Services Center project.

Reference: Cheryl Ebert, *City Engineer*, (310) 524-2321, cebert@elsegundo.org, 350 Main Street, El Segundo, CA 90245

Long Beach Utilities Department, Phase 2 GWTP Treatment Plant Filter Gallery Valve Rehabilitation | The Phase 2 GWTP Treatment Plant Filter Gallery Valve Rehabilitation Project involved improvements to critical groundwater treatment facility infrastructure within an active operating treatment plant. Improvements included rehabilitation and replacement of treatment process components, valve systems, utility infrastructure, and related facility improvements necessary to maintain reliable system operations. Construction activities required careful coordination with facility operations staff, contractors, and stakeholders to maintain uninterrupted treatment plant operations while completing the work safely and efficiently. The project demonstrates experience with active utility facilities, treatment systems, utility infrastructure, and multi-disciplinary construction activities similar to those included in the Mission Springs Water District program.

Reference: Dennis Santos, *Manager of Engineering*, (562) 570-2381, dennis.santos@lbwater.org, 1800 East Wardlow Road Long Beach, CA 90807

Cost Proposal

June 30, 2026

Daniel Virgen, Jr., *Associate Engineer*
Mission Springs Water District
66575 Second Street, Desert Hot Springs, CA 92240

Subject: Cost Proposal Inspection Services for the Critical Services Center and Horton Wastewater Treatment Plant (HWWTP) Percolation Ponds Modification Project

Dear Mr. Virgen, Jr.,

Z&K Consultants, Inc. proposes to provide construction inspection services for the Mission Springs Water District Critical Services Center and Horton Wastewater Treatment Plant (HWWTP) Percolation Ponds Modification Project on an hourly, as-needed basis in accordance with the attached rate schedule.

The District may utilize either Zack Faqih, PE, QSD/QSP, ICC, CBO, MSCE, or Saul J. Cruz, ICC, ACI, DSA, to provide inspection services based on project needs, availability, and District preferences. Services will be invoiced based on actual hours worked at the rates identified in the attached fee schedule.

All services will be performed only upon authorization by Mission Springs Water District. Travel within the project area, standard office support, routine communications, documentation, and inspection reporting are included in the proposed hourly rates unless otherwise requested by the District.

This proposal shall remain valid for a period of ninety (90) days from the date of submission.

Cost Proposal for Inspection Services for Critical Services Center and Horton Wastewater Treatment Plant (HWWTP) Percolation Ponds Modification Project		
Classification	Senior Construction Inspector \$198/Hour	Total
Pre-Construction	40	\$7,920.00
Construction	3,160	\$625,680.00
Close-out	40	\$7,920.00
Total	3,240 Hours	\$641,520.00

Sincerely,



Crystal Fraire, PE, President (Principal-in-Charge)

17130 Van Buren Blvd. #122, Riverside, CA 92504

Phone: (951) 310-7470 | Fax: N/A

Email: cfraire@zandkconsultants.com

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)