

**Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone (760) 329-6448 - FAX (760) 329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on Pages 2 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

**TO: HEITEC Consulting
777 E. Tahquitz Canyon Way, Ste. 200-50
Palm Springs, CA 92262**

DATE: June 1, 2021

CONTRACT DIR # _____

TITLE: Professional General Engineering Services for 2021-22

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Technical Proposal, and in accordance with Exhibit B – Consulting Fee Schedule 2020/23 as provided by HEITEC Consulting and per Exhibit C – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$150,000.00

Term: One (1) year from the effective Agreement DATE above

Instructions: Sign and return the originals. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
HEITEC Consulting
(Business Name)

By: Arden Wallum
Title General Manager

By: Michael Hacker
Title Partner

Other authorized representative(s):
Danny Friend
Director of Engineering and Operations

Other authorized representative(s):
John Rodriguez

Luiz Santos
Associate Engineer

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she 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 that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limit – The consultant shall maintain limits no less than the following

1. General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).
2. Auto liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.
3. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later editions is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
 - The general 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".
 - Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Mission Springs Water District.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
 - In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
 - g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
 - h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

- i. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.
- k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement
- n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees, and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement

- q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- t. No Third Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
- u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
- v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

- aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
- bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
- cc. Each of the signatories herein, hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.
- dd. Pursuant to Section 1770, and following, of the California Labor Code, the consultant shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available to any interested party on request. The consultant shall post a copy of such determination at each job site.

This project is subject to the State of California "Prevailing Wage Rates".

This project is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

Pursuant to SB854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

EXHIBIT A



MISSION SPRINGS WATER DISTRICT

RFQ- ON CALL PROFESSIONAL GENERAL ENGINEERING SERVICES

TECHNICAL PROPOSAL

April 29, 2020

**MISSION SPRINGS WATER DISTRICT
RFQ- ON CALL PROFESSIONAL GENERAL ENGINEERING SERVICES**

TABLE OF CONTENTS

<u>Description</u>	<u>Section</u>
Cover Letter	A
Background and Understanding of the Scope of Services	B
Personnel Qualifications.....	C
Experience and References	D
Firm Resources.....	E
Personnel and Equipment Hourly Rates(Separate Envelope).....	F

April 29, 2020

Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Attn: Luiz Santos
Re: RFQ- On Call Professional General Engineering Services

Dear Mr. Santos:

The staff of HEITEC is pleased to respond to the District's Request for Qualifications(RFQ) to perform the necessary On Call Professional General Engineering Services. The information contained in this letter is a synopsis of our understanding of the project and the Consultant's responsibilities.

PRIMARY CONTACTS

Michael D. Hacker, Project Engineer; John Rodriguez, Senior Project Manager will be the primary contact for this project. John Rodriguez will be responsible for the majority of the communication between the Consultant and the District Staff. Mr. Rodriguez may be reached at (760) 668-5723. Aaron Darling, Inspector and Project Management. Jill Akalski, Accounting and Project tracking.

QUALIFYING STATEMENT

Our personnel have extensive experience and knowledge in Professional Services for operation, inspection and design of Water and Sewer Infrastructure, both in Mission Springs Water District (District) and the water and sanitation purveyors in surrounding communities.

PROJECT SCOPE

The project scope will include the preparation and implementation of all items as outlined in the scope of services section of the RFQ and will be elaborated on in this package.

CONCLUSION

We appreciate this opportunity to present this proposal and our qualifications for this very exciting form of service.

Very sincerely yours,

HEITEC Consulting



Michael D. Hacker, PE
Partner



John Rodriguez
Partner

BACKGROUND AND UNDERSTANDING OF THE SCOPE OF SERVICES – Section B

PROJECT SPECIFIC SCOPE

HEITEC Consulting is qualified to perform the following services as described.

Civil Design shall be performed under the direction of a Licensed Professional Engineer, Project Manager, Senior Engineer and Associate Engineer to be assigned as needed by task. AutoCAD technicians will complete the designs in Civil 3d to be made available to the district. The work to be completed under this task includes, but is not limited to the following:

- Water and Sewer Line projects
 1. Conduct Pre-Design meeting with District to clarify design objectives
 2. Right of Way and Utilities research
 3. Preliminary Alignment studies
 4. Conduct Topographic Survey for design
 5. Determine elevation of underground structures to insure proper clearance of proposed facilities
 6. Prepare right-of-way documents where required
 7. Plan and profile engineering drawings
 8. Technical specifications
 9. Final engineer's estimate of construction
 10. Preparation of bid documents
 11. Answering contactors' questions during the bidding process and during construction
 12. Review of contractor's bids
 13. Construction coordination
 14. Construction Staking
 15. Construction management.

- Construction Documents Development, Bidding Assistance and Bid Packages
 16. Compile Construction document for preparation of RFP
 17. Complete project specific Contract Documents and Specifications
 18. Assist in preparing Pre-Job walk and participate in Pre-Job Walk
 19. Assist in answering questions from Prospective Bidders
 20. Generate and answer questions posted by Prospective Bidders
 21. Generate and Assist in preparation of Addendum
 22. Assist with Bid Results and Awarding of contract

- SWPPP Compliance with State of California
 23. Erosion Control Plans
 24. Storm Water Pollution Prevention Plans
 25. QSP and QSD Service
 26. Filing NOI (Notice of Intent)
 27. Performing weekly reports and filing them with the State
 28. Create Annual Report

29. File NOT (Notice of Termination) at completion of project

Surveying and Mapping shall be performed under the direction of Licensed Land Surveyor. All field work shall be completed by 2-man survey crew. The work to be completed under the task includes, but is not limited to the following:

- ALTA Surveys
- Easements, Right of Way Preparation, and Mapping
- Topographic Mapping
- Field Design Surveys
- Boundary Surveying and Monumentation
- Legal Descriptions and Exhibits
- Construction Staking
- Title Reports and Title research for properties, rights of way

Construction Project Management and Inspection Services shall be conducted by Project Manager, Construction Manager and Construction Inspector. The work completed under this task includes, but is not limited to, the following:

- Construction Management and Inspection for Civil, Structural, Mechanical, and Electrical
- Preparation of Construction Daily Reports
- Preparation of Monthly Constructed Quantity Forms
- Preparation of Required State/Federal Forms
- Monitor site for plan, specification, and permit conformance.
- Coordinate and facilitate preconstruction meetings.
- Prepare the Weekly Statement of Working Days Reports.
- Enforce contract required environmental compliance.
- Enforce contract required traffic control compliance.
- Enforce dust, storm water discharge and noise compliance.
- Maintain complete project files.
- Respond, log, and process Requests for Information (RFIs).
- Facilitate project coordination meetings at site.
- Monitor project schedule.
- Receive, log, review, and distribute submittals.
- Review and process change orders.
- Dispute resolution.
- As-Built progress checks, including close out As-Built.
- Construction photos.
- Ensure improvements comply with the American with Disabilities Act.
- Coordinate construction completion walk through, establish punch list, complete and process Notice of Completion Forms.
- Monitor warranty services.
- Monitor construction site safety.
- Ensure proper State and Federal posters and/or project signs are on jobsite.
- Complete and process contract evaluation performance forms.
- Project tracking and document management.

PERSONNEL QUALIFICATIONS– Section C

PROJECT TEAM

HEITEC Consulting will assign the following principals and staff to assist in the preparation of the Contract Documents and construction plans.

Project Engineer: Michael D. Hacker, PE

Project Coordinator: John Rodriguez, LSIT

Senior Surveyor: David Hacker, PLS

Inspector: Aaron Darling

Accounting and Project Tracking: Jill Akalski

Other members of our staff may be assigned as necessary to comply with schedule deadlines.

We have included for your perusal the resumes for those performing the design aspects of this project and serving as the Project Team as referenced above.

MICHAEL D. HACKER, P.E.

EDUCATION

University of California, San Diego; University of California, Long Beach; University of California, Riverside; Computational Hydrology Institute and various professional seminars.

PROFESSIONAL LICENSE

Registered Civil Engineer No. 55606 – State of California (July 26, 1996)

EXPERIENCE

Mr. Hacker is a Partner, Project Engineer and Hydrologist for HEITEC. Prior to this, Mr. Hacker performed design functions for Hacker Engineering Company, Inc. beginning in 1984.

Mr. Hacker has over Thirty years of experience in engineering in the Southern California area. He has been involved in the engineering of numerous street improvement projects, flood control projects, pipeline projects, condominium projects, major subdivisions, golf courses and manufactured home projects.

Specializing in Computer Aided Design, Mr. Hacker is proficient in the AutoCAD Civil 3D comprehensive design package. Hydrology and hydraulic experience includes WaterCAD, StormCAD, HEC-2, HEC-RAS, WSPG, various unit hydrographs and rational method programs. Mr. Hacker has been involved with engineering applications on computers since 1982. His experience provides a wide background of computer expertise to apply toward civil engineering applications.

Mr. Hacker is a member of the California Society of the National Society of Professional Engineers (NSPE) and the American Society of Civil Engineers (ASCE)

JOHN T. RODRIGUEZ

EDUCATION

Mt. San Jacinto College

PROFESSIONAL LICENSE

Earned L.S.I.T. Certificate, 2002

EXPERIENCE

Mr. Rodriguez is a Partner at HEITEC Consulting. He has hands-on responsibility for the company's operations and as such, is a great asset. Mr. Rodriguez's strengths are highlighted by proven organizational and managerial skills as well as his capabilities in client relations.

He offers in-depth professional experience, both in the field and in management. John Rodriguez began here in 1996 as a chainman, quickly becoming a party chief and continuing his work in the field. Within four years, he was promoted to run the survey department, handling all administration and management functions.

With assured success, Mr. Rodriguez became office manager, wherein he ran all administrative functions for the company. His talents soon earned him the position of Director of Operations.

John Rodriguez is a member of the California Land Surveyors Association (CLSA).

Current Construction Management Projects –

Vineyards Luxury RV Resort – 2018-present

80-acre, 400+ unit luxury RV Park with nearly 5 miles of streets, 2.5 miles of domestic water, 3 miles of private Irrigation water and 3 miles of sanitary sewer. Total estimated job cost at 25 million dollars.

Completed Construction Management Projects –

Mission Springs Water District – 2018-2019

Construction management of MSWD – Horton Pond Expansion Project. Managed day to day operation of grading and underground construction of the expansion of ponds at the wastewater treatment plant. Worked with professionals to organize and coordinate inspections, soils engineering, civil engineers and surveyors.

DAVID HACKER, P.L.S.

EDUCATION

San Bernardino Valley College; California State University, Long Beach and various professional seminars.

PROFESSIONAL LICENSE

Professional Land Surveyor No. 5128 – State of California (April 21, 1982).

EXPERIENCE

Mr. Hacker has over forty years experience in engineering and surveying in the Southern California area. He has participated in the planning and engineering of numerous public works projects, assessment districts, flood control projects, trunk sewer designs, hillside developments, extremely flat grade developments, country clubs, large condominium projects and recreation centers. He has assisted his clients in obtaining general plan amendments and zone changes along with processing affordable housing projects.

Mr. Hacker has been involved in the engineering of numerous residential developments in the Coachella Valley, High Desert and the Banning Pass; the ten largest projects totaling over 5,700 units. In addition, he has helped provide the engineering services for another 5,000 units in small projects. These include office and residential condominiums, industrial parks, commercial developments, manufactured home projects and subdivisions.

Mr. Hacker has also prepared three major master site plans for a total of 3,800 units. The first plan included a nine hole golf course to supplement an existing golf course. The second plan provides for both a championship course and an executive course. The third plan included a signature championship golf course.

Mr. Hacker is a member of the California Society of the National Society of Professional Engineers (NSPE) and a corporate member of the California Land Surveyors Association (CLSA).

AARON DARLING

EXPERIENCE

Mr. Darling has more than 30 years in construction supervision. He has worked in Land Surveying for 15 years as a Project Survey Party Chief. His experience includes 2 years of Inspections with the City of Desert Hot Springs and Mission Springs Water District.

His background experience is in full on-site construction management and underground utility installations; he is fully qualified to effectively schedule, monitor, and inspect all work from start to completion in accordance with the client's specifications.

INSPECTOR

In addition to being familiar with street and other aspects of infrastructure improvements, Mr. Darling has inspected both new water and sewer projects and the upgrading of improvements for existing systems in the Mission Springs Water District. He supervised the enforcement of compliance with Water District Standards and he ensured contractor compliance with regulatory agencies including OSHA, AQMD, SWPPS, City and County Agencies. He is responsible for working with District personnel with bacterial sampling to verify that all work was within guidelines of AWWA Greenbook. He prepared daily detailed reporting of project progression, site conditions, and as-builts.

Current inspection projects include:

- MSWD - Morongo Industrial Park – 2019-present
- MSWD - Coachillin – Commercial Parcel Map – 2019-present
- MSWD - Grocery Outlet – 2020-present

Completed inspection projects include

- MSWD – ATP Palm Avenue project – Coordination with City of DHS

JILL AKALSKI

LICENSE

Notary Public -Since 2003

EXPERIENCE

Mrs. Akalski has 12 years' experience in Title Industry in the Southern California area. She has worked on both the public and private sectors of title and legal preparation of documents for land acquisition and entitlement.

Mrs. Akalski has worked with HEITEC for 7 years and brings a wealth of knowledge and professionalism that leads to seamless communication between all involved parties. She works hard to keep all documentation in good order as well as making sure that deadlines are met and delays are kept to a minimum. She also maintains the financial records and project tracking for all projects.

EXPERIENCE AND REFERENCES – Section D

INTRODUCTION

The staff of HEITEC Consulting has a proven record in providing engineering expertise in the design of the all elements of infrastructure. Our staff is well qualified and experienced in infrastructure design. Being in the Desert for over thirty-five years, we are also very familiar with local infrastructure conditions and requirements.

QUALIFICATIONS

Our staff is professionally qualified to perform the services needed for this project. The following is a listing of the primary reasons we should be selected.

Knowledge of the Local Area

Our principals have been in the Desert since the early 1980's. Michael Hacker and John Rodriguez have lived and worked in the area for over thirty years, and as a result are knowledgeable with local requirements and the best way to approach infrastructure resolution. This knowledge is vital to preparing the correct solution for water and sewer infrastructure and to create the greatest benefit to the community.

Qualifications/Team Experience

For more than thirty-five years, our staff has been a leader in the field of land development and municipal engineering, specializing in civil engineering design, surveying and land planning. For the past 14 years HEITEC has worked closely with Mission Springs Water District as on call engineers to fill many roles.

From the design of street improvements, grading plans, water and wastewater systems, storm drains, street lighting, and more, our professionally qualified staff has successfully completed hundreds of projects in all aspects of infrastructure work. Performing on a broad spectrum of public and private endeavors, the firm offers the full array of services from project planning through construction.

Our list of engineering projects for various public agencies and municipalities include the preparation of street rehabilitation plans, alignment studies, drainage studies and reports, sewer and water plans, traffic signal plans, annexation documents, project specifications and bid documents, and right of way and easement plats and legal descriptions.

The Team members all have extensive experience in proper grading, drainage, street and utilities design and they are familiar with the Mission Springs Water District design standards. HEITEC Consulting worked with MSWD in 2008 to draft and

implement Standard Drawings. Then again in 2012 to update the current Standard Drawings that are being used today.

References

MISSION SPRINGS WATER DISTRICT 2006 - Present

- Well 37, 38, 22 – Aerial Topo, Site Plan, Design.
- 1400 Zone Transmission Line and Well Site Construction Drawings
- AD-12 Area J-1 and D-2 Construction Survey Staking
- 1400 Zone transmission line bid spec's, construction management & staking.
- Well standards & spec's
- Standard Drawings for Sewer and Water Design (2008 and 2012 update)
- Plan checking services
- Construction Management of Horton Treatment Plant Pond Expansion
- Inspection Services 2019-present

Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Attn: Danny Friend
760-329-5169 ext. 149

MYOMA DUNES WATER COMPANY 2010-Present

Mark Meeler (760)250-6208

- GIS – Surveying and Preparation of GIS for entire boundary of service for the Myoma Dunes Water Company
- Fred Waring Water Line Replacement Project – Design, Surveying and Project Coordination. Worked with Riverside county on the districts behalf to get the project completed.
- Darryl Drive – Water Line Replacement and water line easement dedications. Surveying and Design Services
- Port Royal Avenue – Water Line Replacement, Surveying and Design Services
- Hermitage Well Site Project – Design and Construction Support for New Maintenance Building on Current wellsite

FOR THE CITY OF DESERT HOT SPRINGS 2005 - present

- Arroyo Park – Design for street rehabilitation (curb and gutter), storm drain design, grading, street and park lighting design. Construction staking and management.
- First, Second, Third and Eighth Street – Design for street rehabilitation and storm drain improvement.
- ATP – Cycle 3 – Aerial Topo and Survey Control for 1.5 miles along Palm Drive
- ATP – Cycle 3 – Right of Way acquisition documents and dedication documents for entire project
- City Hall Project – Construction staking and Boundary Record of Survey

PRIVATE TRANSMISSION & DISTRIBUTION LINES 2000-present

- Canaday Co -“Vista Hacienda” Tract 31762
- LTV Builders - “Hacienda Heights” Tract 30730
- Lennar Homes & Ponderosa Homes - “San Milan & Ponderosa Villas @ Paradiso”
- Lennar Homes – “Esplanade” Tract 29323
- Lennar Homes – “La Quinta Del Oro” Tract 30521
- Cornerstone Developers – “Desert Princess Masters Series” Tract 17795-4
- Cornerstone Developers – “Sunburst” Tract 30412
- Rilington Communities – “Prado” Tract 32075

FOR THE CITY OF CATHEDRAL CITY 2002 – 2006

Dave Faessel

- Dinah Shore Drive street rehabilitation design.
- A centerline and right-of-way alignment study, design and deeds analysis and limited PS&E for Date Palm Drive; from Varner Road to East Palm Canyon Drive

FOR THE CITY OF PALM DESERT 2010

Page Garner, PLS

- Monument recovery for citywide resurfacing program.
- PM 35955 (TTM, Improvement Plans, Surveying)

FOR THE CITY OF PALM SPRINGS

- Sewer Assessment District Area “E”
- Street Assessment District 155
- Prepare De-Annexation Documents

FOR THE TOWN OF YUCCA VALLEY 1993-2001

Shane Stueckle, Deputy Town Manager (760) 369-6575

Street rehabilitation for the following streets:

- Mohawk Trail Palm Avenue
- Yucca Trail Kickapoo Trail
- Navajo Trail Onaga Trail
- Fortuna Avenue Fox Trail
- Avalon Avenue Frontera Avenue

Prepare plat and legal descriptions for Redevelopment Agency.

- Prepare traffic signal plans for the following intersections:
- State Highway 62 and Pioneertown Road
- State Highway 62 and Avalon Avenue
- State Highway 62 and Mohawk Trail/Acoma
- State Highway 62 and Kickapoo Trail

FOR THE CITY OF RANCHO MIRAGE 2003

Leland Cole (760) 770-3224

- Dinah Shore Drive street rehabilitation design.
- Prepare hydrology study and channel lining design for Whitewater River Channel. Coordinate with Coachella Valley Water District Flood Control.

FIRM RESOURCES – Section E

Commitment

We are committed to this project. The importance of this project is indicated by our commitment of senior personnel with proven track records. Additional staff will be assigned as necessary to comply with schedule deadlines. As with past projects that we have completed for municipal agencies, we will perform the work required on time and within budget.

We are confident that we can perform this work in accordance with the District's specifications and guidelines. The District may be assured that this project will receive the highest level of commitment on the part of our staff to provide contract deliverables of the highest quality and accuracy.

All projects will be under direct supervision of licensed professionals. We have attached an organization chart that demonstrates a high-level view of those who are responsible for the work.

Our firm resources are extensive and can be extended to help accomplish all tasks.

STAFF ASSIGNMENT

PROJECT ENGINEER
MICHAEL HACKER, P.E.

CONSTRUCTION MANAGEMENT
JOHN RODRIGUEZ

PROJECT COORDINATOR
JOHN RODRIGUEZ

PROJECT SURVEYOR
DAVID HACKER, P.L.S.

INSPECTOR
AARON DARLING

DOCUMENTATION
JILL AKALSKI

CHIEF SURVEYOR
JOHNATHAN RODRIGUEZ

AUTOCAD
TECHNICIAN

EXHIBIT B

HEITEC CONSULTING
2020-2023 FEE SCHEDULE
MISSION SPRINGS WATER DISTRICT

TECHNICAL-OFFICE PERSONNEL CHARGES

Hourly Rate

Licensed Professional Surveyor (PLS)	\$120.00/hr.
Licensed Professional Engineer (PE)	\$120.00/hr.
Project Manager	\$110.00/hr.
Construction Manager	\$110.00/hr.
Senior Engineer	\$100.00/hr.
Senior Plan Checker	\$100.00/hr.
Associate Engineer	\$95.00/hr.
Assistant Engineer / Plan Checker	\$90.00/hr.
AutoCAD Technician	\$85.00/hr.
Clerical	\$35.00/hr.

SURVEY PERSONNEL CHARGES

Survey - 2 man crew (Standard Wage).....	\$190.00/hr.
Survey - 2 man crew (Prevailing Wage).....	\$255.00/hr.

CONSTRUCTION SERVICES

Construction Inspector (Prevailing Wage)	\$95.00/hr. (including vehicle)
--	------------------------------------

REIMBURSABLE COSTS

In-house Reproduction	cost + 10%
Printing and Materials	cost + 10%
Express Mail / Courier / Next Day Service	cost + 10%
Special Sub-Consultant Services	cost + 10%

EXHIBIT C

Term, Early Termination & Notice

Professional General Engineering Services for 2021-22

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (1) one year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and HEITEC Consulting for Professional General Engineering Services for 2021-22 in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written Notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and HEITEC Consulting.

OWNER

Attn: Luiz Santos
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
lsantos@mswd.org

CONSULTANT

Attn: Michael Hacker
HEITEC Consulting
777 E. Tahquitz Canyon Way, Ste. 200-50
Palm Springs, CA 92262