

**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 - 7 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **AECOM Technical Service, Inc.** DATE: July 18, 2019
6200 S. Quebec Street
Greenwood Village, CO 80111

TITLE: **Design Update Services for the Site Work and Well Fitting for the Well 42 Project**

The undersigned Consultant agrees to furnish the following:

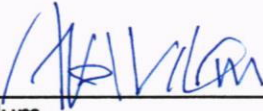
All Work/Services per the attached Exhibit A – Proposal provided by AECOM, and per Exhibit B – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$62,800.00

Term: Nine (9) months from the effective Agreement DATE above

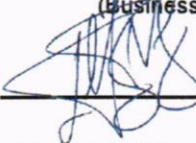
Instructions: Sign and return the originals. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

By: 
Arden Wallum
Title General Manager

Other authorized representative(s):
Danny Friend
Director of Engineering and Operations
Luiz Santos
Associate Engineer

Consultant:
AECOM Technical Service, Inc.
(Business Name)

By: 
Title Tim Volz, Vice-President

Other authorized representative(s):
▲

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 defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from claims and demands of persons that to the extent arise out of, the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged nonperformance) of the work under this agreement.
- b. Other than in the performance of professional services, Consultant will defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from claims and demands of 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 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 subconsultants 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 \$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 of the following

1. General liability - coverage of two million (\$2,000,000) per occurrence 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 additional 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 including 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 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 first 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. Notwithstanding the foregoing, Consultant shall bear no liability or responsibility for Written Products that have been materially modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
- 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 mutually convenient 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.

March 29, 2019 (Revised May 28, 2019)

Mr. Danny Friend
Missions Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240-3711

Subject: Task Assignment Proposal for Design Update of Mission Springs Water District Project No. 10-002-W, Site Work and Well Fitting for New Well 42

Dear Danny:

Per the request of Steve Ledbetter at TKE Engineering, AECOM Technical Services, Inc. (AECOM) has prepared the following proposal to provide engineering services to review and if necessary, update the Well 42 Design Drawings, Specifications, and Cost Estimate. The design was for Project No. 10-002-W, Site Work and Well Fitting for New Well 42 for Mission Springs Water District that Legacy URS was involved in approximately 8 years ago and is based on the building codes at that time and MSWD well head facilities requirements.

As requested, AECOM will review the design based on current building codes and any further updates to MSWD standards for these well facilities. Our Staff, Project Approach, Schedule Summary, Fee Estimate, and Assumptions and Basis of Cost can be found in the following items. We have addressed comments received from TKE by email on April 10, 2019 and May 13, 2019 and have incorporated the additional scope and fee.

We look forward to supporting Mission Springs Water District in successful completion of this task assignment. Please contact me at 303-740-3950 or tim.volz@aecom.com if you have questions or require additional information.

Sincerely,

AECOM Technical Service, Inc.



Tim Volz, P.E.
Vice-President
Authorized Representative

CC: Steve Ledbetter



1. STAFF QUALIFICATIONS

The design team will be led by the following key staff. Full resumes will be provided upon request.

Tim Volz, P.E. will serve as Principal in Charge to direct the team and collect input from MSWD.

Scott Cole, P.E. will serve as Project Manager to coordinate discipline review, incorporate review comments by TKE Engineering and MSWD, and prepare the final contract documents

Gwendolyn Zuber, P.E. will serve as the Project Engineer. Ms. Zuber's six years of experience is in planning, and design of water, wastewater and reuse piping and pumping systems and treatment facilities. She has assisted municipalities with feasibility level planning, cost estimates, and construction documents.

Michael Washmuth, P.E. will serve as the Lead Structural Engineer. Mr. Washmuth has 8 years experience in delivering projects of wide-ranging scope for both new construction and improvements to existing facilities.

Kevin Sparrow, P.E. will serve as the Lead Electrical Engineer. Mr. Sparrow has 13 years of experience as an electrical engineer. His experience includes complete electrical, instrumentation, and control engineering, design and construction phase services for all manner of water and wastewater facilities on projects both large and small.

2. PROJECT APPROACH

2.1. Project Management Approach

AECOM Project Management approach is based on a month and half schedule and will provide conference call progress/update meetings. The schedule assumes AECOM receives the final PE signed and stamped drawings and specifications from RL Engineering (Structural design) early on in the project. We assume there will be no travel requirements and that MSWD staff will provide the necessary comments either via email or hard copy FedEx shipment. We will provide a new updated engineering stamp set of drawings and specifications for bidding the project in June 2019. AECOM's deliverables will be in pdf format.

2.2. Design Approach

AECOM will perform an evaluation of the 2011 design for the Well 42 design for compliance with current building codes. Construction drawings and specifications will be reviewed. In addition, we have received review comments from TKE Engineering and MSWD and will incorporate those design modifications into the revised contract documents. We have assumed TKE and MSWD will have no further review comments. MSWD will complete one final QA/QC on the plan set to ensure all comments have been addressed. No substantive changes will be made during final review. A new construction cost estimate will be prepared. We will complete new design calculations as required based on TKE Engineering and MSWD review comments. We have assumed the well/pump design and that the overall pumping head requirements remain valid.

AECOM will coordinate with the prefabricated building manufacturer, Ro

lApart Buildings Inc., to incorporate MWSD revisions made to Well 37. It is assumed RL Engineering will coordinate with RollApart Buildings Inc. for building modifications that RollApart might have and incorporate those modifications into the final RL Engineering drawings and specifications. AECOM assumes that RL Engineering will provide revised and re-stamp structural drawings to AECOM for inclusion into the overall project drawings. It is assumed RL Engineers will review AECOM construction specifications. We have included a complete list of our assumptions in Item 5.

EnviroLogic Resources, Inc. (ERI) the groundwater hydrogeologist engineer for the MSWD, has included in their Scope of Work to MSWD to provide well design recommendations and if necessary, modifications during pilot hole drilling based subsurface conditions. ERI will also provide technical support during well production testing. ERI will direct and approve all elements of the well design drawings during

construction per the specifications. AECOM well design documents are to provide general guidance to the well drillers only and ERI will conduct the necessary field work to confirm drawing information. We have included a complete list of our assumptions in Item 5.

2.3. Construction Administration

AECOM has included 16 labor hours during the construction period of the project. We anticipate this will be used for submittal review and or respond to RFIs. AECOM will notify MSWD via e-mail of the requested review and the number of hours required to complete the review.

3. SCHEDULE SUMMARY

Task Assignment milestones have been estimated as follows:

- Notice to Proceed (NTP) 6/1/2019
- Received TKE Engineering redline comments on April 4, 2019. We have assumed no other review comments will be made
- Review 2011 Design for Current Code Compliance 6/21/2019
- Final Design Package – 7/12/2019 (Pending receipt of packages from RL Engineering and incorporation of data into AECOM final design.)

4. FEE ESTIMATE

Based on the above approach described in Item 2, AECOM estimates the Time and Materials not to exceed fee of \$62,800.

5. ASSUMPTIONS AND BASIS OF FEE

5.1. Overall Task Assignment

1. AECOM will not provide site visits for this project.
2. There will be no design changes beyond those required to meet current building codes and addressing the review comments by TKE Engineering and MSWD.
3. Some of TKE and MSWD review comments require calculations and drawing revisions. These calculations and drawing revisions have been included in the level of estimate
4. AECOM assumes that TKE and MSWD will have no further review comments.
5. MSWD will complete one final QA/QC on the plan set to ensure all comments have been addressed. No substantive changes will be made during final review.
6. RollApart Buildings Inc. is not a subconsultant to AECOM.
7. All coordination with RollApart Buildings Inc. regarding procurement and delivery schedule will be conducted between RollApart Buildings Inc., MSWD and the General Contractor.
8. As stated in the Electrical General Notes on sheet 19 (E-1) of the 2011 construction drawings, the electrical subcontractor will provide control drawings for the booster pump control panel/system during construction phase for review by MWSD and the Engineer which will be modified as follows:
The electrical subcontractor will provide control drawings, Piping and Instrumentation Diagrams (P&IDs) drawings for the booster pump control panel/system during construction phase for review by MWSD.
9. The construction cost estimate will include checking quantities based on the 2019 design drawings and using the 2011 cost estimate with a percentage increase to bring the estimate into 2019 dollars.

5.2. Incorporating MSWD and TKE Comments

AECOM will revise the drawing package based on the following review comments by MSWD and TKE (received April 10, 2019) :

1. Change to main driveway and entrance area to AC. (AECOM: Agreed)
2. Remaining site changes from Class 2 to ¾" rock with weed barrier. (AECOM: Agreed)
3. Change removable gate to swing gate and add ¾" rock apron. (AECOM: Agreed)
4. Replace blow-off splash guard with duckbill (AECOM: Agreed)
5. Increase size of Chlorine Room from 5'x6' to 8'x8'
 - a. This will impact RL, not AECOM. AECOM: This will impact both RL and AECOM. AECOM to show the chlorine building expansion on sheets C-1, C-3, C-4, A-1, M-1, E-2, E-3, E-4, E-6 and replacement of RL Engineering drawings.
6. Add flow meter to blow-off. AECOM: Revise sizing calculations, discharge piping to accommodate upstream and downstream pipe diameters for the flow meter and modify the piping to maintain full pipe flow characteristics for the flow meter. Assume a flanged magnetic flow meter with local readout only. The piping modifications will extend the discharge structure into the parking lot, thus changing the release flow piping to the Little Morongo Wash.
7. Add pre-chlorine port for sampling. AECOM: In phone call on April 12, 2019 MSWD revised chlorine injection system to be provided by contractor, not by Owner.
8. AECOM: Site grading revisions per TKE comments on sheet C-3. Revisions require additional engineering evaluation level of effort.

AECOM will revise the specifications to address the following review comments by MSWD and TKE (received May 13, 2019)

1. ERI will provide well design recommendations during pilot hole drilling based on subsurface conditions. As such, coordination with ERI during design and bidding is not required by AECOM.
2. However, the specification must include provisions to allow for well design modifications (i.e. filter pack, casing, perforations, etc.) and associated down-time to order materials following pilot hole drilling.
3. In addition, the specifications must include step-drawdown and constant-rate pumping tests for production well testing. Input from ERI will be provided during this time as well

Additional modifications required:

1. AECOM will coordinate building revisions to match those made to Well 37. It is AECOM's understanding this includes the addition of a louver and exhaust fan. RollApart Buildings will coordinate with MSWD and RL Engineering for the louver location. AECOM assumes RK Engineering will modify their drawings and provide to AECOM for incorporation into the overall drawing package. RK Engineering will sign and stamp the structural drawings and review structural specifications.
2. AECOM will also modify the architectural drawings for consistency with Item 1.
3. AECOM assumes RL Engineering is contracted with MSWD and RL Engineering is not a sub consultant to AECOM.
4. AECOM assumes ERI will direct and approve all elements of the well design drawings during construction per the specifications. AECOM well design documents are to provide general guidance to the well drillers only and ERI will conduct the necessary field work to confirm drawing information. AECOM assumes EnviroLogic Resources, Inc. is contracted with MSWD and ERI is not a sub consultant to AECOM.

5.3. Final Design

- The 100% construction package will include complete drawings, specifications, and Construction Cost Estimate.

5.4. Bidding Phase

- At this time, AECOM has not included hours to participate in the bidding phase of this project.

5.5. Construction Phase

- AECOM has included 16 labor hours to participate in the construction phase of this project. We anticipate this will be used for submittal review and or respond to RFIs, including submittal review of the P&ID prepared by the electrical subcontractor as currently required in the drawings and specifications. AECOM will notify MSWD via e-mail of the requested review and the number of hours required to complete the review.

5.6. Closeout

- AECOM has not included hours to participate in the closeout phase of this project including the development of as-build drawings.

5.7. The following drawing list provides the drawings and those requiring modifications per TKE comments:

G-1 Cover (Modifications required)

G-2 General Notes

G-3 Legend and Abbreviations

C-1 Site Civil Plan/Horizontal Control Plan (Modifications required)

C-2 Well Drilling Plan

C-3 Grading and Erosion Control Plan (Modifications required)

C-4 Well Startup Infiltration Basin and Gravity Drain (Possible modifications)

C-5 Civil Details (Modifications required)

C-6 Civil Details (Modifications required)

S-1 Structural Plans and Details (provided by RollApart Buildings Inc.) (Modifications required)

S-2 Wall Framing Elevations and Details (provided by RollApart Buildings Inc.)

S-3 Chlorine Room Plan and Details (provided by RollApart Buildings Inc.) (Modifications required)

A-1 Architectural Plan and Elevations (Modifications required)

A-2 Architectural Details and Schedules

M-1 Mechanical Site Plan (Modifications required)

M-2 Mechanical Details

M-3 Mechanical Details (Modifications required)

M-4 Mechanical Details

E-1 Electrical - Legend, Abbreviations and Notes

- E-2 Electrical – Site Plan (Modifications required)
- E-3 Electrical / Instrumentation, Lighting and Power Plan (Modifications required)
- E-4 Electrical –Single Line Diagram (Modifications required)
- E-5 Electrical –MCC Elevations
- E-6 Electrical –Schematics (Modifications required)
- E-7 Electrical –Lighting and Fixture Schedule
- E-8 Electrical -Details
- E-9 Electrical -Details

EXHIBIT B

Term, Early Termination & Notice

Design Update Services for the Site Work and Well Fitting for the Well 42 Project

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire nine (9) months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and AECOM Technical Service, Inc. for Design Update Services for the Site Work and Well Fitting for the Well 42 Project in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon two (2) week 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 AECOM Technical Service, Inc.

OWNER

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

CONSULTANT

Attn: Tim Volz
AECOM Technical Service, Inc.
6200 S. Quebec Street
Greenwood Village, CO 80111
tim.volz@aecom.com



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 6200 S. Quebec Street Greenwood Village, CO 80111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C6589323A	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C65893150	ACE American Insurance Company - NAIC # 22667	CA and MA
SCF C65893198	ACE American Insurance Company - NAIC # 22667	WI Retro
WCU C65893393	ACE American Insurance Company - NAIC # 22667	OH, Ohio Qualified Self Insured (QSI) - SIR: \$500,000; Only applicable to specific
qualified		entities self-insured in the state of Ohio

POLICY NUMBER: HDO G71234137

Endorsement Number: 19

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

whichever is loss.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

will pay on behalf of the additional insured is the amount of insurance.

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
If coverage provided to the additional insured is required by a contract or agreement, the most we

POLICY NUMBER: HDO G71234137

Endorsement Number: 87

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HDO G71234137

Endorsement Number: 328

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.