

**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: MWH Constructors, Inc,
301 N. Lake Avenue, Suite 115
Pasadena, CA 91101**

DATE: _____

CONTRACT DIR # _____

**TITLE: Construction Management and Inspection Services for the Well 22
Rehabilitation Project**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Proposal and Rate Schedule provided by MWH Constructors, Inc., and per Exhibit B – Term, Early Termination & Notice

Contract price: Not to Exceed \$189,573.00


Term: Ninety (90) days following the completion of the construction contract

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: _____
MWH Constructors, Inc.
(Business Name)

By: _____
Brian Macy

By:  _____
Randy Lovan

Title General Manager

Title Southern California Regional Manager,
Construction Management Services

Other authorized representative(s):
Eric Weck
Engineering Manager

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 immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability 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 00 01)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), 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. Automobile 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 edition 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".
 - Workers Compensation Insurance – 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. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the named insured for the Mission Springs Water District; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer.
 - Consultant shall require and verify that all sub-contractors maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
 - 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.

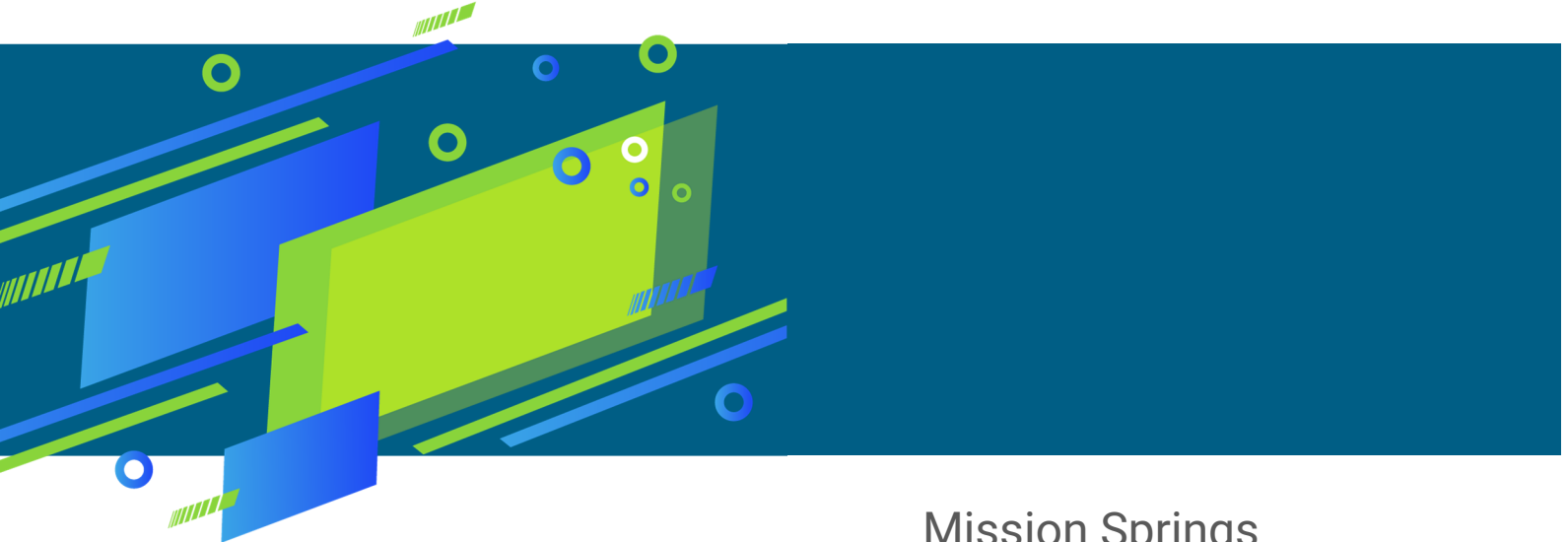
- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- t. No Third-Party Beneficiaries. The Mission Springs Water District 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. This work is subject to the State of California "Prevailing Wage Rates". This work 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 (DIR) has ascertained the general prevailing rate of wages and employer payments for health and welfare,

pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work.

Pursuant to SB 854, 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 electronic certified payroll records directly to the Labor Commissioner using the California Division of Labor Standards Enforcement's online portal. Pursuant to Labor Code 1776, Contractor and all subcontractors shall submit certified payroll records and proof of e-CPR uploads, for all weeks of construction; progress payments may be withheld for noncompliance.



PROPOSAL



Mission Springs
Water District Well 22
Rehabilitation Project

March 4, 2023

Mission Springs Water District
Attn: Eric Weck, P.E. Engineering Manager
66575 Second Street
Desert Hot Springs, CA 92240

RE: Mission Springs Water District Well 22 Rehabilitation Project

Dear Mr. Weck,

In response to your email request for Construction Management and Construction Inspection Services for the Well 22 Rehabilitation Project, please find MWH's proposal response.

We understand that the Project consists of furnishing all labor, materials, equipment, supplies, and incidentals required to Demolish, Remove and Relocate/Replace/Salvage Existing Piping, Appurtenances, Electrical System, Camera/Telemetry Equipment, and Chlorine Shed ,Install all Underground Piping, Appurtenances, Conduits, and Structures ,Construct Well Pump Base Improvements, Housekeeping Pad, and Chlorine Building Pad ,Install New Discharge Piping and Appurtenances, including Flow Meters, Check Valve, Control Valve, Pipe Supports, and Related Items ,Install New Electrical System and MCC , Complete Site Improvements, Start Up, Testing, and Commissioning . We have a firm grasp of the construction management services needed for the successful implementation of this project. We understand that the project term is for 180 days following a contractor Notice to Proceed that is subject to change.

In this proposal we highlight our construction management and Inspection services philosophy, experience, and services to assist Mission Springs Water District (MSWD) in the completion of the well 22 project. MWH is offering the MSWD a team with extensive well site construction experience and a team that can manage the complete construction, inspection, installation, and operation verification of the well 22 rehabilitation based on experience from other well site projects similar in size and scope.

Our proposed Project Manager, Michael Dietrick and Construction Manager Ty Mull have an excellent history of completing projects on time and within budget and has direct District experience. Ty will be supported by a team of construction management professionals listed in the Project Team and Qualifications section of this proposal which highlights the credentials and experience of our team members.

Our experienced CM and inspection staff has worked on projects throughout the Coachella Valley area and bring strong expertise to this project. We understand this project will run for six (6) months. MWH provides a committed team of construction management and inspection experts that are currently available throughout the contract period. Our team will be in compliance with the California Department of Industrial Relations, prevailing wage determination for field inspection services.

We appreciate this opportunity to continue working with MSWD and look forward to assisting MSWD in this well project. This proposal is valid for 60 days. If you have any questions or require further information, please contact the designated Principal-In-Charge, Randy Lovan at (949) 439-0423 or randy.lovan@mwhconstructors.com. We look forward to your selection.

Sincerely,



Randy B. Lovan
Southern California Regional Manager
Construction Management Services

RL/mdd

Full-Range Construction Services

MWH brings a full range of high-value, “start-to-finish” pre-construction, construction, construction management, and Inspection services. We provide engineering, design, construction, commissioning, and start-up services for projects ranging from water storage, transmission, treatment, wastewater collection and treatment, advanced water, recycled water, brackish water, desalinated water, and conveyance, including environmental remediation. MWH offers single-source construction services via a multi-disciplined team of construction professionals, a range of alternative delivery methods, industry-leading construction and construction management services, and safety practices. Services include: Pre-Construction

- CPM Scheduling
- Claims Management
- Cost Control
- Program Management
- Programmatic CMS
- Construction Management
- Construction Administration
- Construction Inspection
- Related Engineering Services
- Risk Management

Construction Management and Inspection

A leader in Construction Engineering and Inspection (CEI), MWH provides a wide array of proven construction-based best practices throughout the project lifecycle. In addition to construction management and contract administration services, MWH enhances those services through our technical resources by providing construction inspection, and oversight by utilizing our experienced construction

inspection staff.

Because our inspectors are cross trained in engineering design and inspection services, they are capable of recognizing any deviation from plans and specifications. MWH with its team of experienced and credentialed professionals are able to provide construction inspection services with unmatched expertise.

We believe that construction inspection is an important pillar of construction management and clients will benefit from your staff's expertise who have an average of 20+ years of construction inspection services and our key inspectors have direct experience in the construction management of pipeline installation.

MWH's ability to be seen as our client's “consultant of choice” encourages our staff to serve as an extension of our client's staff. In that process, we act as if we are one of our client's employees exhibiting our technical abilities and professionalism to help our clients solve their most technically challenging projects.



Through our pillar of safety, we meet our client's needs in a manner that focuses on our client's schedule and budget. Our inspection staff ensures procedures and materials for projects comply with plans and specifications. Our real-world experience gained on projects throughout the region positions MWH as a leader in our field. We are skilled in best practices that pay attention to project details and utilize our technical acumen to provide innovative solutions to construction projects. Our broad-based knowledge and our stringent quality protocols ensure that projects are done safely and efficiently.

Construction Management Approach

The MWH approach to project management provides governance that results in consistency and efficiency while also allowing innovative ideas to be tested and incorporated into the overall delivery process.

Project Communications

Communications between the Construction Manager, Contractor, designer and Owner, either through email, direct communications, meetings or Zoom/MS Teams, or the document control system, is critical to successful completion of construction projects. Given the varying degrees of complexity of the possible projects and the varying degrees of sophistication with the general Contractor, MWH will employ a firm, but fair approach to communication with the construction Contractor. Documentation is one of the prime elements as Construction Manager. MWH strives to be an industry leader in accurate, thorough, and timely documentation of project details. Written correspondence will (upon MSWD's approval) be sent through the document control system.

Safety



Safety is **always** the priority for MWH Construction Management staff. MWH's SafeStart Program is the foundation of this commitment and is fully implemented on every project. This program guides us in providing a safe environment for workers, contractors, the client, and visitors to our construction sites. **We do not compromise on it for any reason. Our safety goal is ZERO incidents for EVERY project.** No task is too important to disregard safety procedures.

All MWH personnel are trained on their induction to the company in our safety protocols and all have attended OSHA 30-Hour Construction (OSHA-30) training, and First Aid / CPR / AED before they are assigned to any project. Most of our project team members have completed additional safety courses in fall prevention, confined space, hazard recognition, NFPA 70E Arc Flash electrical, and numerous other safety courses. Our project team brings actual site safety experiences from many of our past plant and wet infrastructure projects.

MWH is committed to a positive safety culture and everyone in our organization makes a conscious effort to eliminate any condition that may be hazardous to project personnel, visitors, or the public.

Project Schedule and On-Time Completion

As part of our "begin with the end in mind" approach, MWH, with our project-proven experience, will review each of the construction schedule types (3-week look

ahead, baseline Critical Path Method (CPM) schedule, CPM schedule updates, As-built schedule, Time Impact Analysis), and provide comments back to the Construction Contractor.

Focus on the use of the Construction CPM schedule as a tool instead of a requirement has helped MWH teams keep many projects on track and/or ahead of schedule. In order to establish a schedule that is realistic and workable, MWH will organize and chair a Pre-construction Scheduling meeting with the Construction Contractor for compliance with the contract documents.

Review of Shop Drawings

MWH will coordinate all submittals and shop drawings submitted through Procore or MSWD's preferred document control system prior to involving the Design Engineer or appropriate party to ensure that the submitted documentation is accurate and complete. MWH will then transmit the document through document control to the appropriate party for review and monitor the review time to ensure it does not exceed the contractual time limits. MWH will return all responses to the Construction Contractor.

Manage Progress Meetings

MWH will schedule and notify appropriate parties and conduct the Pre-Construction Meeting with the Project Contractor. The meeting will cover the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values (bid breakdown), procedures for handling submittals, correspondence, local agency permit requirements, RFIs /RFCs, progress payments, change orders, and other pertinent topics. The meeting shall emphasize the CM's philosophy of Partnering/Teamwork and cooperation as goals to achieve a safely constructed project, built on schedule and in accordance with all quality requirements. MWH will prepare and post a meeting Agenda, and

schedule/chair weekly construction Progress Meetings with the Contractor, Design Engineer, MSWD, and other relevant parties, and will post Meeting Minutes to the document control system. Meeting topics will include safety, schedule, near-term activities and look ahead schedule, submittals, RFIs, change orders, and other items that need resolution. Meeting Minutes will contain an ongoing Action List.

Change Order, Review, & Recommendation

MWH will, in support of CO's, provide supporting documentation, schedule evaluation against the approved baseline schedule including impacts to the critical path, written cost estimate for labor, materials, and equipment with will be formulated and included in our recommendation to MSWD. Documentation includes review for entitlement of the Contractor's request for additional costs/time. MWH will thoroughly analyze the proposal and develop a negotiating position. When necessitated by variations between the Contractor price for change and MWH's fair cost estimate, MWH will negotiate an equitable resolution. After the equitable resolution is reached the MWH will expedite approval of the negotiated change order.

Resolve Field Issues Through Site Visits and Field Meetings

The MWH Construction Management Team works closely with the Inspection Team to identify potential issues in the field and work with the Contractor to resolve those potential issues before they become real issues that could impact the project or the schedule. Inspectors will notify the CM of any concerns, changes or issues identified in the field and, if possible, present possible solutions. The CM will work with the Contractor and Inspector to resolve the

issue and elevate it to the designer/Owner if necessary to resolve the issue.

Process Partial Pay Estimates

MWH Construction Management Team will approve monthly Contractor invoices upon Inspection's verification of compliance to all terms and conditions of the contract and make payment recommendations to MSWD.

Construction Inspection Approach

MWH shall inspect construction activities to ensure that the work is in compliance with the contract documents and will lead to the resolution of day-to-day construction issues as they arise. All proposed inspectors will have relevant experience and certifications for the work to be performed. Construction Daily Reports will be entered and submitted through the document control system, documenting schedule activities, manpower, equipment, construction notes, and daily, digital, date-stamped, color photographs.

General Inspections

MWH will observe, document, and determine the acceptability of the construction work. MWH inspectors will provide prompt communication and clear documentation. We update as-built drawings daily and record daily work, testing, observations, and discussions.

MWH will prepare daily construction reports and review the Contractor's daily reports including the recording and documenting of labor, materials equipment used, weather conditions, issues, site visitors, changes in work, questions, directions are given, and disputed work. MWH provides monthly reports on work activities, milestones, schedules, changes, costs, RFIs, submittals, and photographs.

Non-Conformance Reporting

MWH will observe, inspect, and monitor construction to ensure conformance with plans and specifications. Should work not meet the requirements of the contract and/or the code, MWH will notify MSWD and the contractor immediately. If the work is not rectified, the item will be documented, and a formal issue of Non-Conformance will be sent to the Contractor.

Photographic Records

MWH will photograph work and any changed conditions, disputed work, and extra work and will identify photos with a description and date. All photo documentation is logged and filed.

Electrical and Instrumentation Inspections

MWH will provide Inspection/monitoring/reporting, factory testing, field testing, participation in meetings, loop diagram checking, field installation verification, and required certification. MWH will provide experienced field inspectors for full or part-time electrical inspections of the work, equipment, and appurtenances. Work will be monitored as needed and reports completed daily for your project manager.

Field Issues

Field issues will be brought to the immediate attention of the Contractor and SCV Water. MWH will review loop diagrams to ensure constructability and functionality. Issues will be immediately reported to the Contractor, MWH, and MSWD. MWH will observe, inspect, and verify field installations of the electrical systems to ensure it meets functionality and code requirements.

Mechanical Inspections

WH will provide certified inspectors to provide mechanical inspections of piping,

equipment/appurtenances. Work is monitored and reports are completed daily for the resident engineer/MSWD review. Field issues will be brought to the attention of SCV Water and the Contractor.

Structural Inspections

MWH will provide certified special inspectors for reinforced concrete, structural steel, bolting, structural masonry, pre-stressed concrete, or other structural work that requires a special inspector.

Electronic Document Control



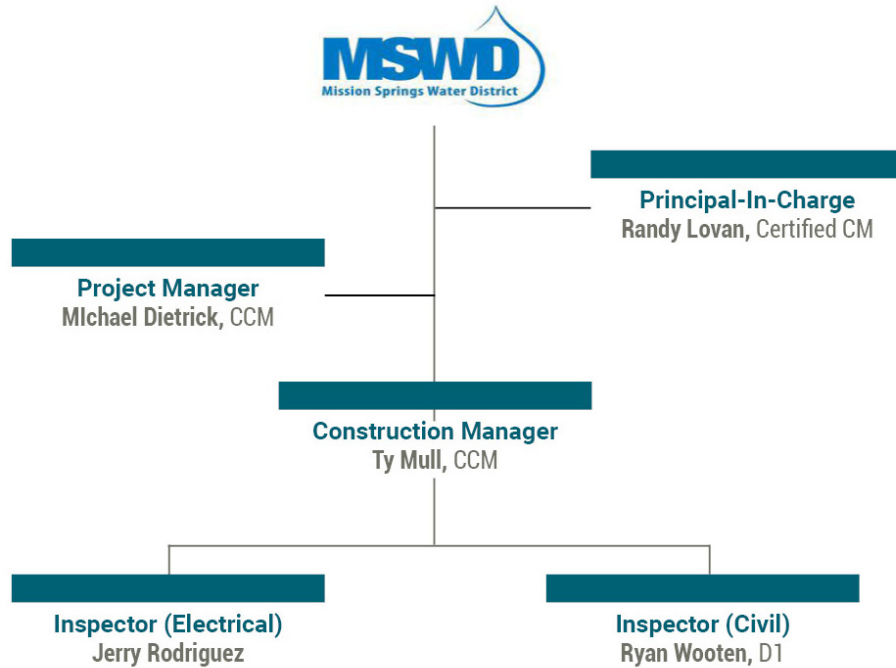
MWH proposes to use CIPO or the District's preferred document control software. CIPO is a web-based document control software, which can be used as the construction project document management system. Our Construction Managers will manage and maintain the CIPO website. The system will include, at a minimum, tools to manage and track all project documentation, including each of the following:

- Contract plans & specifications
- Correspondence
- Progress payments
- Submittals

- Shop drawings
- Requests for Information (RFIs)
- Clarifications and Design Changes
- Potential Change Orders
- Change Orders
- Progress Payments
- Field Memos
- Daily Reports
- Photographs

All document interactions will be digitally stamped with an auditable history trail to enable tracking of each document as to originator, date, and time. The system shall be available on all common web-browsers, on full computers, tablets, and smart phones without installation of an outside software program. The entire database shall have the ability to be searched for any name, date, word, or phrase contained in any of its documents. The document control system shall be accessible by MSWD, the Design Engineer, and the Contractor. Upon completion of the project, all documentation uploaded to the document control system, shall be neatly organized in a project archive with a standard and uniform file naming convention and shall be transmitted in a format acceptable to MSWD.

Project Team and Qualifications



As displayed in our organization chart we have assembled a qualified team with construction management and inspection experience particularly for well construction.



Our proposed Project Manager Michael Dietrick is a Certified Construction Manager & Registered Construction Inspector and has an immeasurable amount

of experience in Domestic water well site construction. His recent project history includes serving as Chief Inspection Construction Manager for the Coachella Valley Water District encompassing all disciplines of the district services domestic water, sanitation, stormwater, Irrigation, Encroachment permits, and reclaimed water. His experience of over 40 years includes managing projects in both public and private sectors construction. He has worked for 20 years managing and inspecting multiple new and existing Domestic deep vertical turbine wells. His

knowledge and understanding of the needs and priorities of domestic water operations during construction is one of his specialties. He has the knowledge, experience, and foresight to migrate critical issues during construction, keeping the well sites running and addressing action plans to handle the worst-case scenarios to ensure that the wells stay operational.



Our proposed Construction Manager Ty Mull is a Certified Construction Manager and brings extensive engineering and construction management experience

in well construction. Serving as a Construction Manager / Project Manager, his experience includes performing highly complex engineering design, planning, coordination, and construction of large-scale waterworks infrastructure capital improvement projects.

Ty has performed construction management services for a wide range of large construction projects including engineering support to several municipal and government clients. In addition, he has performed design work and served as staff engineer on a variety of projects. He is experienced in contract administration, project controls, review and collaborating on

project schedules, developing risk management plans, review and preparing cost estimates, project budget, forecasting, monitoring project costs, change management, providing feedback, preparing reports, and optimizing project strategies to enable desired outcomes. Ty also has direct experience in working directly for the district.

Fee schedule

Included is our proposed Fee for Construction Management and Field Inspection Services. MWH provides our staff at a standard rate, and prevailing wage rates will be paid.



**Client Mission Springs Water District
Project Construction of the Well 22 rehab**

March 4, 2024

Cost Proposal Summary

Description	2024	2025	2026	2027	2028	Project
TASK A - REQUIRED WORK						
Labor Hours	984	-	-	-	-	984
Labor Cost	\$ 177,528	\$ -	\$ -	\$ -	\$ -	\$ 177,528
Subtotal Cost						\$ 177,528
ODC's						
Billable ODCs per Basis of Other Direct Costs	\$ 10,950.0	\$ -	\$ -	\$ -	\$ -	\$ 10,950
					15% markup	\$ 1,095.00
					Subtotal	12,045
Total Cost Proposal						\$ 189,573
Add Optional Services						
	Allowance	10% Markup	Allowance	Allowance	Allowance	Extension
		\$ -				\$ -
		\$ -				\$ -
	Subtotal of Optional Services		Subtotal of Optional S		Subtotal of Optional S	
						\$ -
Inclusions						
Refer to the attached Construction Management Services - Standard Clarification for Fee Proposal						
Exclusions						
Refer to the attached Construction Management Services - Standard Clarification for Fee Proposal						



Client Mission Springs Water District Project Construction of the Well 22 rehab

March 4, 2024

Hourly Rate Schedule

Staff Name	MWHC Position Descriptions	2024 Hourly Rate	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate	2028 Hourly Rate
Name	Description					
Michael Dietrick	Project Manager	\$197	\$203	\$209	\$215	\$221
Ty Mull	Construction Manager	\$185	\$191	\$197	\$203	\$209
Ryan Wooten	Construction Inspector	\$175	\$180	\$185	\$191	\$197

Our solid financial position ensures MWH will endure to see every project through successful completion and is capable of providing the services required for the duration of the contract.

The following hourly wage rates is based on the Construction Management and Inspection Services referenced in the Mission Springs Water District (MSWD), Request for Proposal, dated November 1, 2023

Construction Management Services - Standard Clarification for Fee Proposal

General:

Our hourly rate schedule are based on the Construction Management Services referenced in the Mission Spring Water District's Request For Qualifications for On-Call Professional Services for Construction Management and Inspection of Capital improvement projects dated June 9, 2022 and have been increased to reflect the 3% annual escalation through 2028. Our final contract budget will be based on the project assignments and the attached hourly rate schedule. Field staffing will be driven by project demands, confirmed by a baseline schedule, and approved by the Client. All costs are subject to negotiation.

Prevailing Wage:

All Prevailing Wage requirements will be followed by the team and its subconsultants. All team members are in conformance with the State of California Labor compliance requirements. All Inspectors shall be paid the latest conforming wage with rate increase upon notice by the State of California.

* Billable overtime hourly rates for Field Inspection personnel shall be subject to 1½ times the listed rate for standard overtime hours and 2 times the listed rate for standard double time hours as stated in the California Prevailing Wages Determination Building/Construction Inspector & Field Soils Materials Test Craft.

Rates for the Construction Management Team:

The Hourly Rate Schedule: the above hourly rate schedule shows the Hourly rates for each position for the duration of the project. Overtime rate shall be billed at 1½ the posted rate. An annual escalation of 3 % per year shall apply for management personnel, and/or escalations per the Federal and State Prevailing Wage Laws for Inspectors, whichever is greater. The Annual rate increases will be reviewed and implemented in January of each calendar year.

Rates – Standard Inclusions:

Rates above include computers, standard computer software, digital cameras, digital video cameras, standard cell phones and standard cell phone service including text capability, mail, general office supplies, technical reference materials, training and personal protective equipment (PPE) including hard hats, safety boots, work gloves, safety glasses and other PPE as required.

Excluded from Rates:

Items excluded from the personnel hourly rates are company vehicles, mileage, office rental costs, office equipment/furniture, printers/copiers/scanners, paper for all reproduction, prints, plotting and record mapping copies, broadband service, broadband/high speed connections, delivery service, facsimile transmission, trailer rental costs, installation of utilities, cost of utilities, and cost of sanitary services, janitorial, travel and per diem outside the service area for in-plant fabrication inspection.

Invoicing and Payment:

All project related costs shall be compiled and submitted on a monthly basis, payable within net 30 days. Any disputed costs may be withheld with the remainder of all acceptable charges to be paid within the terms.

Other Direct Costs:

Other Direct Costs including subconsultants will be billed directly at cost plus 15 percent. Vehicle and mileage expenses are billed at a flat rate of \$1,450 per month

Legal:

All subconsultants will be bound to the final terms and conditions of the prime agreement.

Geotechnical Support & Inspection Material Testing:

Geotechnical inspection, materials sampling and testing services of the subgrade & base layers are NOT INCLUDED in the scope of services. The coordination of these services is included in our scope of services.

Survey Baseline Control:

Survey services and fees are NOT INCLUDED in the scope of services. The coordination of these services is included in our scope of services

Field Office:

Any administrative or field offices including furniture, copier printers, internet or other office equipment shall be provided by others

**Client Mission Springs Water District
Project Construction of the Well 22 rehab
Level of Effort Estimate by Position**

March 4, 2024



Person	Position Description	2024	Year	2024												2024	2025	2027	2028	Project	
				Qtr 1			Qtr 2			Qtr 3			Qtr 4								
				Month	1	2	3	4	5	6	7	8	9	10	11	12					
				Cal Days	31	28	31	30	31	30	31	31	30	31	30	31					
				Work Days	20	19	23	20	22	21	20	23	20	21	20	20					
				Work Hrs/Mo	160	152	184	160	176	168	160	184	160	168	160	160					
Construction								164	164	164	164	164	164				984				984
Name	Description																				
Michael Dietrick	Project Manager	\$197.00	MWH				4	4	4	4	4	4				24	-	-	-	24	
Ty Mull	Construction Manager	\$185.00	MWH				80	80	80	80	80	80				480	-	-	-	480	
Ryan Wooten	Construction Inspector	\$175.00	MWH				80	80	80	80	80	80				480	-	-	-	480	
Total Hrs.					0	0	164	164	164	164	164	164	0	0	0	984	-	-	-	984	

Position Description	Hours Summary				
	2024	2025	2027	2028	Total
Project Manager	24	-	-	-	24.0
Construction Manager	480	-	-	-	480.0
Construction Inspector	480	-	-	-	480.0
					-
					-
	984	-	-	-	984

Client Mission Springs Water District
Project Construction of the Well 22 rehab
Cost Estimate by Position

March 4, 2024



Person	Position Description	2024	Year	2024												2024	2025	Project	
				Qtr 1			Qtr 2			Qtr 3			Qtr 4						
				Month	1	2	3	4	5	6	7	8	9	10	11	12			
				Cal Days	31	28	31	30	31	30	31	31	30	31	30	31			
				Work Days	20	19	23	21	21	21	20	23	21	20	20	21			
				Work Hrs/Mo	160	152	184	168	168	168	160	184	168	160	160	168			
Construction								788	788	788	788	788	788				4,728		4,728
Name	Description																		
Michael Dietrick	Project Manager	\$197.00	MWH	-	-	-	788	788	788	788	788	788	-	-	-	-	4,728	-	4,728
Ty Mull	Construction Manager	\$185.00	MWH	-	-	-	14,800	14,800	14,800	14,800	14,800	14,800	-	-	-	-	88,800	-	88,800
Ryan Wooten	Construction Inspector	\$175.00	MWH	-	-	-	14,000	14,000	14,000	14,000	14,000	14,000	-	-	-	-	84,000	-	84,000
Total Hrs.				0	0	0	29,588	29,588	29,588	29,588	29,588	29,588	0	0	0	0	177,528	-	177,528

Position Description	Cost Summary		
	2024	2025	Total
Project Manager	4,728	-	4,728
Construction Manager	88,800	-	88,800
Construction Inspector	84,000	-	84,000
			-
			-
	177,528	-	177,528

EXHIBIT B

Term, Early Termination & Notice

Construction Management and Inspection Services for the Well 22 Rehabilitation Project

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire ninety (90) days following the completion of the construction contract between Mission Springs Water District and MWH Constructors, Inc. This contract also terminates and replaces any previous agreements between the District and MWH Constructors, Inc., for Construction Management and Inspection Services for the Well 22 Rehabilitation 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 thirty (30) days-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 MWH Constructors, Inc.

OWNER

Attn: Eric Weck, PE
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
eweck@mswd.org

CONSULTANT

Attn: Randy Lovan
MWH Constructors, Inc.
301 N. Lake Avenue, Suite 115
Pasadena, CA 91101
randy.lovan@mwhconstructors.com