

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

TO: **AECOM Technical Services, Inc.**  
**7595 Technology Way, Suite 200**  
**Denver, CO 80237**

DATE: \_\_\_\_\_

TITLE: **Repackaging of Plans and Specifications for the AD-18 Area D-3 Sewer Construction Project**

The undersigned Consultant agrees to furnish the following:


**All Work/Services per the attached Exhibit A – Scope of Work and Proposal, and per Exhibit B – Term, Early Termination & Notice**


Contract price \$: Not to Exceed \$51,834.00

Term: **Final Bid Package:** Six (6) months from the effective Agreement DATE above  
**Final Record Drawings:** Ninety (90) days following the completion of Project construction

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: AECOM Technical Services, Inc.  
(Consultant)

By: Brian Macy By:   
Title General Manager Title Associate VP

Other authorized representative(s): Eric Weck Other authorized representative(s): Rob Thomas  
Engineering Manager Project Manager  


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 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".
  - 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.



February 22, 2024

\* \* \* Sent via Email \* \* \*

Mr. Brian Macy  
General Manager  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240-3711

**Subject: AD 12 – Area D-3 Sewer Project Construction and Septic Abatement Program**

Dear Mr. Macy:

AECOM appreciates the opportunity to continue supporting Mission Springs Water District (MSWD, District) with professional engineering services in association with the Assessment District 12 (AD-12) sewer line design and septic abatement program. Per e-mail received 12/15/23 from Steve Ledbetter of TKE Engineering, the District would like AECOM to prepare Contract Documents entitled AD 12 – Area D-3 Sewer Project Construction and Septic Abatement Program. Area D-3 is a subset of prior area designed and constructed as D-2. AECOM assumes the previous design drawings completed for Area D-2 dated 2015 as prepared by URS, an AECOM Technical Services, Inc. company and the specifications associated with AECOM’s repackaging of Area M-2 dated 2024 will be used as the base documents.

**SCOPE OF WORK**

We have developed the following Scope of Work to provide MSWD design support for repackaging Area D-3. This Scope of Work consists of the following tasks:

**Task 1 – Area D-3 Repackaging**

- 1-1 - Update Drawings to Current Design Standards
- 1-2 - Incorporate Field Changes in Drawings, including New Underground Utilities and infill residential development (if any)
- 1-3 - Prepare Updated Construction Drawings
- 1-4 - Prepare Updated Construction Specifications
- 1-5 - Prepare Updated Construction Cost Estimate
- 1-6 - Addressing MSWD Review Comments
- 1-7 - Prepare Record Drawings

**Task 2 – Project Management**

- 2-1 - Project Management and Invoicing
- 2-2 - Project Health and Safety and Project Management Plans

Presented below is a detailed discussion of the scope of each task, including a detailed description of associated subtasks.



## **Task 1 - Area D-3 Repackaging**

### **Task 1-1 – Review Drawings for Current Design Standards**

AECOM will review the drawings prepared in 2015 and modify for current design standards of MSWD and the City of Desert Hot Springs.

#### Deliverables:

No specific deliverable is associated with this task; findings will be incorporated into the design drawings and specifications.

### **Task 1-2 – Modify Drawings to Current Field Changes, New Underground Utilities Notification**

AECOM will review the drawings prepared in 2015 and modify for current design conditions. This will only include aligning sanitary sewer services locations with new homes built since the original design drawings of 2015. The original design used a standard property line offset for locating the service lines for vacant lots. AECOM will update the Service Connection Tables to show addresses along with the APN lot designation for new homes. Note: For lots that now have homes, MSWD will need to provide AECOM with the corrected service line location. No field survey work will be accomplished as part of this task.

AECOM will notify underground utilities companies of the work area to obtain knowledge of new underground utilities that have been constructed since 2015. AECOM will notify MSWD of the conflicts those utilities have on the new gravity sanitary sewer design. Design changes are not included as to the unknowns associated with those utility conflicts. If new utilities are found to impact current sewer alignments, AECOM will notify MSWD and provide a cost estimate to make the necessary design modifications.

#### Deliverables:

- No specific deliverable is associated with this task; findings will be incorporated into the design drawings and specifications.
- For new underground utilities information, AECOM will notify MSWD as to the path forward.

### **Task 1-3 – Construction Drawings**

AECOM will use the final drawings prepared for Area D-2 dated 2015 as base documents and prepare new final drawings that pertain to the sanitary sewer construction for Area D-3.

#### Deliverables:

- Drawings (.pdf) via e-mail for review.

### **Task 1-4 – Construction Specification**

AECOM will take the final specifications prepared for Area M-2 repackaging effort dated 2024 and edit for the Area D-3 repackaging. The 2024 specification is the latest repackaging effort



completed by AECOM. As with Area M-2 repackaging, all references to the Federal government requirements and other USACE requirements will not be included in the specifications. The specifications will be written to identify the Area D-3. MSWD shall provide updated front end specification sections for AECOM's use in preparing the Area D-3 update.

Deliverables:

- Specifications (.docx) via e-mail for review.

**Task 1-5 – Construction Cost Update**

Based on the Area D-3 drawings, AECOM will update the construction cost estimate using the revised sanitary sewer quantities for the repackaging of Area D-3. AECOM will use the average unit rates obtained from the AD-12 Area M-2 cost estimate and apply escalated versions of those unit rates to Area D-3 for similar construction items if so directed by MSWD.

Deliverables:

- Revised construction cost estimate for Area D-3 including asphalt pulverization in place and overlay, or typical trench repair, as directed by MSWD.

**Task 1-6 – Addressing MSWD Review Comments**

AECOM will repackage the drawings and specifications to the 100% level and submit to MSWD. Interim deliverables of 60%, 90% have not been included. AECOM has included a separate effort to address one set of comments provided by MSWD. After the one set of comments are addressed, AECOM will prepare the final drawings and specifications.

Deliverables:

- One Full Size (24" x 36") PE Stamped & Signed Construction Drawings – Mylar
- One Specification Package (.pdf)
- One CD of electronic drawings (.dwg and .pdf and specifications (.docx and .pdf)

**Task 1-7 – Record Drawings**

The specifications require the Contractor to maintain a log of all construction changes to the drawings. The Contractor will survey all sanitary sewer construction and transpose this information to their construction "As Built" set of drawings. AECOM will take this information and prepare the Record Drawings for Area D-3 for submittal to MSWD. AECOM will address one set of MSWD review comments. AECOM has not included any survey work to represent the as-built condition.

Deliverables:

- One Full Size (24" x 36") PE Stamped and Signed As-Constructed Drawings – Mylar
- One CD of electronic drawings (.dwg and .pdf)





**Task 2 – Project Management**

**Task 2-1 – Project Management**

- The Project Management tasks will include project set up, weekly budget tracking, monthly invoicing, and phone communication with MSWD.

**Task 2-2 – Project Health and Safety and Project Management Plans**

- AECOM project initiation includes preparation of a Project Management Plan. AECOM’s Safety for Life Program will be used for this project and a project specific Health and Safety Plan will not be created. We have assumed no on-site meetings. We have assumed that all miscellaneous field measurements, data gathering, and coordination with other agencies will be completed with District personal or their representative.

Deliverables:

- Monthly invoicing and work status cover letter
- Project Management Plan

**Engineering Fees**

AECOM estimates the Time and Materials not to exceed fee of \$51,834. The fee for completing this deliverable package is included in the following table.

**Fee Summary Table**

<b>Item</b>	<b>Scope Description</b>	<b>Labor Hours</b>	<b>Fee</b>
<b>Task 1 – Area D-3 Repackaging</b>			
1-1	Review drawings for Current Design Standards	46	\$5,498
1-2	Update Sanitary Service Locations for New Homes, New Underground Utilities	99	\$11,464
1-3	Construction Drawings	46	\$5,498
1-4	Specifications	42	\$4,682
1-5	Construction Cost Update	17	\$1,885
1-6	Address District Comments (1 Round)	65	\$8,020
1-7	Record Drawings	50	\$6,149
<b>Sub Total Task 1</b>		<b>365</b>	<b>\$43,196</b>
<b>Task 2 – Project Management (12 month schedule)</b>			
2-1	Monthly Invoicing	32	\$6,208
2-2	Project Management and Health and Safety Plans	18	\$2,430
<b>Sub Total Task 2</b>		<b>50</b>	<b>\$8,638</b>
<b>Total Area D-3 Repackaging</b>		<b>415</b>	<b>\$51,834</b>



## **Schedule**

AECOM will complete the draft design drawings and specifications within a 16-week period, 80 working days, from Notice to Proceed (NTP). Final drawings and specifications will follow the one set of comment review and response periods.

Record Drawings will be completed within 60 working days after receiving the red-lined drawings and the Contractor provided as-built survey.

## **Assumptions**

The following assumptions have been included in the preparation of the Scope of Work. AECOM understands that the bid drawings, specifications, and construction cost estimate will use Area D-2 as the area for repackaging. The drawings and specifications will be repackaged such that the MSWD contract documents will include the following design elements:

### Drawings:

1. Area D-3 repackaging will use the previous design for Area D-2 dated 2015 as the basis.
2. 12 sheets have been estimated.
3. Bid alternatives have not been included.
4. Asphalt pulverization in place and overlay, or typical trench repair, will be included.
5. Replacement striping will be included.
6. The current online MSWD standards are dated September 2012. We have assumed that the referenced Standards in the D-2 original drawings have not changed.
7. The current online City of Desert Hot Springs standards are dated August 2022.
8. All red lined as-built information and as-built survey will be provided to AECOM by the District, as logged by the Contractor. We assume the as-built information will only modify the service lateral tables and manhole tables. Drawing changes that require moving sanitary sewer alignments horizontally or vertically have not been included.
9. For the D-3 Area lots that now have homes, MSWD will provide AECOM with the corrected service line location for incorporation into the drawings.
10. AECOM has not included any new underground utilities and their effect on the gravity sanitary sewer design. AECOM will obtain information on the new utilities in the Area of D-3 and notify MSWD of their effects on the gravity sewer lines.
11. Area D-3 drawings do not include work outside the public right-of-way. For example, removal and replacement of sanitary sewer services and septic tanks is not included outside the public right-of-way.

### Specifications:

1. Previous specifications prepared for Area M-2 Repackaging in 2024 will be used as the basis for the specifications for Area D-3. AECOM will edit these specifications to include the Area D-3. The current online MSWD standard specifications are dated September 2012. We have assumed that the referenced specifications in the D-2 original drawings have not changed.
2. MSWD will provide updated front end sections for inclusion.
3. All references to Army Corp of Engineers and Federal references will be removed.
4. The Contractor will obtain the Storm Water Pollution Prevention Plant (SWPPP) and PM 10 permits.
5. Encroachment permit and all costs will be obtained by the Contractor.
6. One specification document will be prepared to cover the Area D-3 repackaging.

Other assumptions:

1. Construction Documents will be submitted for the 100% design. No intermediate design reviews are included for the base bid and bid alternatives.
2. AECOM has included a level of effort to address one review by MSWD. Formal comment responses are not included. The drawings and specifications will be modified to address the review comments.
3. After addressing and updating the project construction document based on the first and only review, the bid documents are assumed bid ready and no further edits will be required.
4. Site visits are not included.
5. Construction cost estimate for Area D-3 will be developed. No bid alternatives are included. AECOM will use the unit rates applied to Area M-2 repackaging effort.
6. Bidding and construction administration services are not included.
7. Utility locates, potholing, and survey are not included.

We are available at your earliest convenience to discuss with you and your staff this proposal and provide any needed clarification. If you should have any questions, please feel free to call me at (303) 808-8564.

Sincerely,  
**AECOM Technical Services, Inc.**



Rob Thomas, PE  
Project Manager



Tim Volz, PE  
Vice-President

## EXHIBIT B

### **Term, Early Termination & Notice**

#### **Repackaging of Plans and Specifications for AD-18 Area D-3 Sewer Construction Project**

##### **A. Term of Agreement**

This professional services agreement shall be effective upon approval by the parties thereof and shall expire **Final Bid Package:** Six (6) months from the effective Agreement DATE therein, and **Final Record Drawings:** Ninety (90) days following the completion of Project construction. This contract also terminates and replaces any previous agreements between the District and AECOM Technical Services, Inc. for the Repackaging of Plans and Specifications for the AD-18 Area D-3 Sewer Construction 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 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 AECOM Technical Services, Inc.

##### **OWNER**

Attn: Brian Macy  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240  
bmacy@mswd.org

##### **CONSULTANT**

Attn: Tim Volz, Vice-President  
AECOM Technical Services, Inc.  
7595 Technology Way, Suite 200  
Denver, CO 80237  
tim.volz@aecom.com