

**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: **TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside, CA 92507**

DATE: July 1, 2024

PROJECT DIR#: N/A

TITLE: **General Engineering Services – Project Viento Construction  
Inspection Services**

The undersigned Consultant agrees to furnish the following:

**All Work/Services per the attached Exhibit A – Technical Proposal and in accordance with Exhibit B – Rate Schedule as provided by TKE Engineering, Inc. and per Exhibit C – Term, Early Termination & Notice**

Contract price \$: Not to Exceed \$180,000.00

Term: One (1) year from the effective date above

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, (sometimes referred to herein as “District”) a copy will be promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:  
Mission Springs Water District

Consultant:  
TKE Engineering, Inc.  
(Business Name)

By: Brian E. Macy, PE

By: Steven Ledbetter

Title General Manager

Title Vice President

Other authorized representative(s):  
Eric Weck  
Engineering Manager

Other authorized representative(s):  
Michael Thornton  
President

Amanda Lucas  
Contracts Analyst

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. The 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. **Verification of Coverage** – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
- f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. 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 shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property

damage, bodily injury, personal and advertising injury with limit of at least 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit 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 Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant 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 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. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

**If Claims Made Policies:**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Mission Springs Water District. The Mission Springs Water District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Member Water Agency.

**Required Provisions:**

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 01), with respect to liability arising out of work or operations performed by or on behalf of the

Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
  - Consultant shall require and verify that all sub-consultants 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.
  - 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.
- g. 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.
- h. 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)."
- i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- j. Consultant hereby specifically represents and warrants to District that it possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. 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.
- k. 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.
- l. 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. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

- n. 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.
- o. 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.
- p. 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.
- q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- r. 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 subconsultants 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 subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- s. 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.
- t. 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.
- u. 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.
- v. 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.
- w. 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.

- x. 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.
- y. 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.
- z. 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.
- aa. 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.
- bb. 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.
- cc. Consultant will act hereunder as an independent consultant. 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.
- dd. 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.
- ee. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Contract Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.
- ff. Consultant shall promptly advise the Contract Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.
- gg. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

# EXHIBIT A



T K E E N G I N E E R I N G , I N C .

June 11, 2024

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

**Subject: Proposal for Project Viento Water, Sewer, and Lift Station Construction Management and Inspection**

Dear Mr. Weck:

Thank you for the opportunity to provide a proposal for the subject project. Enclosed herein is a comprehensive proposal depicting TKE Engineering, Inc. (TKE's) scope of service and fee to provide construction inspection and supporting services for the Project Viento Water, Sewer, and Lift Station.

## PROJECT DESCRIPTION

Mission Springs Water District (MSWD) desires to retain a qualified consulting engineering firm to provide construction management and inspection services for the Project Viento Water, Sewer, and Lift Station (Project). Services include performing project management, construction administration, and inspection of sewer and water infrastructure installation and associated work.

More specifically, the project includes 3,800 linear feet of waterline improvements, 4,700 linear feet of gravity sewer improvements, 2,750 linear feet of sewer force main, and a 1,200 gpm sewer lift station. The Project is expected to be completed within 125 working days. We anticipate that all three project components will be completed over the 125 working day period stipulated in the RFP.

Based on our recent experience on similar project, we expect an approximately 12-month procurement process for the lift station motor control center and emergency generator. TKE envisions the shifting the overall working days for field construction to accommodate long procurement durations on certain equipment for the project.

TKE has provided these construction related services to MSWD on current and past projects including the Rancho Descanso Water and Sewer Improvement Project, Regional Sewer Conveyance Project, and Well 42 Construction Project.

## PROJECT APPROACH

Successful project delivery is our goal. Our definition of successful project delivery is:

- △ Project completion that meets all project requirements and specifications
- △ Project completion within budget
- △ Project completion on schedule

Our approach to this water and sewer improvement project, recognizing that both cost effectiveness and expedited construction are of primary concern, dictates that a very close working partnership between the selected consultant and MSWD is vital to successful project completion. When this is coupled with the various site constraints, it is critical that MSWD choose a construction management team with a proven track record of delivering this water and sewer infrastructure project. With a familiar team of senior level construction professionals, TKE is the right choice for this project.

Our experience tells us that there must be a proactive approach to completing the work in order to complete a cost effective fully functioning public works project. This approach includes early identification of critical elements, and development of project schedule and tasks.

### CRITICAL ELEMENTS FOR THE PROJECT

#### PROJECT MANAGEMENT

The most important key to every public works project is management. TKE, working closely with MSWD staff, will ensure that the project is managed properly to expedite project delivery and protect the District's interest during construction. Project development will generate a series of considerations requiring MSWD responses. Our close working partnership will lead to the proper decisions and ultimately fully operating, cost effective water and sewer utility improvements.

#### DISPUTE RESOLUTION

TKE's construction manager is highly skilled with and has provided dispute resolution on a number of past projects. The keys to avoiding potential costly and time-consuming disputes are knowledge, communication and organization. Our construction manager prides himself on his thorough research and review of the project plans and specifications and his existing knowledge and understanding of AWWA, Caltrans, Greenbook and MSWD standard plans and specifications. His effective communications skills ensure that all stakeholders are constantly advised of project progress and requirements. His proactive organizational program effectively manages the construction schedule, documents action items with required follow-up and continuous schedule reviews and anticipate needs for future action items. Our project manager's 'can do' approach to all project issues nearly always results in resolution. He is non-combative with all project stakeholders, maintaining professional working relationships with each stakeholder regardless of conflict. His perseverance and vast knowledge and experience of issues will resolve challenges while protecting MSWD interests.



#### COMMUNITY OUTREACH / PUBLIC RELATIONS

TKE's has extensive experience dealing with community outreach designed to reach, inform and involve affected residents of project limits, traffic impacts, project durations, and removals and replacement of private property improvements. TKE's community relations staff and our inspector will provide personal contact information to all affected residents, businesses, and agencies within the project limits. TKE's project manager and inspectors are familiar with resident coordination to keep the residents informed of construction activities, schedule and ultimately reduce the complaints to MSWD from residents, businesses, and agencies within the project area.

#### AGENCY COORDINATION

TKE is experienced with utility relocation and permit agency coordination. It is critical to begin agency coordination with affected utility companies and permit agencies as soon as possible to avoid costly delays to the contractor's construction schedule. If the process has not already been started with affected agencies, TKE will begin immediate coordination at the earliest opportunity. Permitting agencies are often extremely cumbersome in getting obtaining permits for project construction. If agency permitting will cause impacts to the project schedule, TKE will coordinate with the contractor to attempt to work around utilities until the permitting can be completed.

#### TRAFFIC CONTROL AND SITE SAFETY

TKE often provides traffic control plans on numerous construction projects. TKE will review the contractors proposed traffic control plans and provide comments and recommendations to ensure the construction will minimize impacts on the surrounding community and provide for safe and efficient travel through and around the construction zones for both vehicular and pedestrian traffic. It is critical to ensure traffic control does not severely impact normal daily operations any more than necessary.

## KEY PERSONNEL'S EDUCATION, EXPERIENCE, AND CREDENTIALS

TKE fully recognizes MSWD's concern for high quality, timely performance, and precise communication when utilizing the services of a consultant. Each project conducted by TKE is managed and staffed by a project team assembled to meet the specific needs of the project. We have assembled a highly qualified and experienced project team, which we believe will best serve your needs.

Below is a summary of education, experience and credentials of key personnel proposed to perform the work in any upcoming projects.



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Steven W. Ledbetter, P.E.

Construction Manager

P.E. No. 84044

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Mr. Ledbetter is the Vice President of TKE and has over 23 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. He has a well-rounded background with experience in: preparation and analysis of street and utility improvement plans and specifications including potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water resource planning and management including feasibility studies, urban water management planning, water supply assessments and verifications, integrated regional water management planning, and groundwater management planning; storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing and administration for various State and Federal agency programs.

As a construction manager, Mr. Ledbetter has been responsible for construction coordination and scheduling for more than 250,000 linear feet of pipeline construction including, utility relocation coordination, public relations, submittal review, supervising a staff of inspectors and subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the projects managed and delivered by TKE continue to exceed industry standards.

Mr. Ledbetter's greatest attribute is his ability to deliver projects and his vast experience ensures success again and again. He also understands the importance of working as a team member. Mr. Ledbetter understands that he will be given direction from MSWD staff and fully understands the need to maintain proper protocol while providing services. He further understands that his role will be to protect District's interests, ensure a high quality, properly operating water system improvements project is constructed, minimize districts exposure to change orders, cost over runs, and delays, and ensure the community is properly informed throughout construction.



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Shelby Kelley, P.E.

Assistant Construction Manager

P.E. No. 95911

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Mr. Kelley is an Associate Engineer of TKE Engineering, Inc. and has 7 years of experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction

methods. Mr. Kelley has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, preliminary design exhibits, and cost estimates.



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**Ralph Martinez**  
Senior Public Works Inspector  
10 Hour OSHA  
Confined Space  
Competent Person  
Veriforce Evaluator

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Mr. Martinez has a collective 32 years of experience providing public works inspection. Mr. Martinez has successfully delivered a wide range of project types, including, yet not limited to City, Street, and Water projects. Work performed has been to meet and exceed the expectations of public works clients in Riverside, San Bernardino, and Orange County. Mr. Martinez has specialized expertise and knowledge in Project Management, Safety Officer, Quality Control, Overseeing timely completion for Private, Public, and Government projects. He is extremely knowledgeable with public works regulations and construction including Blueprint fluency, Project management, Site safety coordination.



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**Jeannette Barlow**  
Public Outreach / Labor Compliance Specialist

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Ms. Barlow is the Public Outreach / Labor Compliance Specialist and has a collective of 18 years of experience providing project coordination, including grant writing, public outreach efforts for public works Capital Improvement Projects, and labor compliance. Ms. Barlow has specialized expertise and knowledge related to file structure organization, appointment and event scheduling, social media marketing, screening and directing phone and email correspondence, taking detailed meeting minutes, and developing PowerPoint presentations for project management meetings. Ms. Barlow also has experience in coordinating with multiple agencies, and sub consultants to ensure labor law compliance. Ms. Barlow manages certified payroll and supporting payroll records, ensures we are meeting the requirements for grant funding.

## SCOPE OF SERVICES

Construction inspection and supporting services will include Pre-Construction, Construction, and Post-Construction Services described as follows:

### T A S K N O . 1 – P R E - C O N S T R U C T I O N S E R V I C E S

Pre-construction services include project coordination, material submittal review, and pre-construction conference coordination. Pre-construction services, each are discussed in the following paragraphs:

#### TASK NO. 1.1 – PROJECT COORDINATION

TKE will first perform a careful review of the contract documents (bid, specifications, contract, and permits) for the Project. While doing so, we will develop a complete understanding and advise MSWD staff of potential construction issues.

Secondly, we will coordinate the project team, including the MSWD staff, TKE's inspector, contractor, and other agency staffs by advising of project schedule and specific project requirements. All conferences will be documented, and documents will be provided to MSWD.

*Deliverables: Constructability Review Memo*

#### TASK NO. 1.2 – MATERIAL SUBMITTAL REVIEW

TKE will review all project submittals. Each submittal shall be reviewed with MSWD staff as required to verify compliance. Submittals would include:

- △ Construction Schedule
- △ Traffic Control and Safety Plans
- △ Emergency contact list (names & numbers of emergency response personnel)
- △ Pipe Materials
- △ Appurtenance Materials (i.e. fire hydrants, valves, service laterals, and associated equipment)
- △ Manholes

We will maintain a project log for the Project and it will include descriptions of submittals, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to MSWD and project contractor. Submittals will be returned within the time frame specified by the contract documents. The construction schedule will be a critical document. It will be reviewed to verify compliance with the contract documents and will be reviewed bi-weekly to ensure construction is proceeding efficiently.

TKE will provide MSWD a bi-weekly memorandum on submittal review progress.

*Deliverables: Submittals, Transmittals, and Logs*

#### TASK NO. 1.3 – PRE-CONSTRUCTION CONFERENCE

A preconstruction conference will be held. The conference will be attended by MSWD staff, TKE's Construction Manager and Construction Inspector, the Contractor, together with City representatives,

and representatives of potentially affected utilities as required. Prior to the conference, we will prepare a conference agenda. At the meeting, we will discuss communication protocol requirements, and procedures for contract submittals, contract administration, site access and delivery, and coordination with others. We will document the meeting and distribute meeting minutes to all appropriate parties.

*Deliverables: Agenda and Minutes*

## T A S K N O . 2 – C O N S T R U C T I O N S E R V I C E S

Construction Services include the following:

### T A S K N O . 2 . 1 – C O N S T R U C T I O N A D M I N I S T R A T I O N

TKE will provide part-time construction management services for the duration of the project (estimated at 125 working days). Prior to beginning construction and throughout the course of construction, we will meet with MSWD staff and contractor. During construction, our construction manager will coordinate all construction activities with MSWD staff, the construction inspector, the quality assurance professionals, other agencies and utility companies. In addition, the construction manager will visit the job site bi-weekly to observe the implementation of traffic control and construction safety. He will document any observed deviations from the safety plans and he will advise the construction contractor, as appropriate, for resolution of observed safety deficiencies. In addition, our construction manager will conduct bi-weekly meetings with the construction contractor to ensure construction is progressing efficiently. We will prepare agendas and minutes for each, and refer to uncompleted business at each meeting and schedule outlook for the following work period. Also, should incidents or issues arise, contractor will be required to submit reports regarding each.

Throughout the course of construction, our construction manager will respond to complaints from the public. We will advise staff of complaints and appropriate resolution. In addition, he will review the construction progress and compare it to the approved project schedules and advise MSWD staff of compliance or deficiencies.

He will review and respond to RFI's and RFC's (including written clarification requests and change-in-plan drawings) regarding the contract documents in order to ensure that the improvements are constructed in compliance with the construction documents. We will provide said responses as required to minimize delays in construction. All RFI's and RFC's will be logged, including content of inquiry and date relayed and date of response.

Our contract administration activities will include progress reviews to ensure that the project is proceeding according to requirements and schedule, bi-weekly progress review meetings with MSWD staff and contractor, and related services. Record keeping will include all correspondence, transmittals, drawings, technical manuals, reports, etc. (both hard copy and electronic formats) related to pre-construction, construction and post-construction phases of each construction contract. The documents will be kept at both our office, and MSWD. Our filing system will be reviewed with MSWD staff in order that they will be able to access documents as required.

Project progress and any changes during construction will be noted on a set of the project's contract documents maintained in our office. If a problem occurs requiring a MSWD decision, we will consult with MSWD staff. The construction manager will attempt to resolve complaints, concerns, and questions from residents and other affected agencies.

Through e-mail, telephone conferences, and regular meetings, the construction manager will keep the MSWD staff informed of project progress, problems that have occurred during construction, and any changes in work. Whenever possible, we will review required changes with MSWD staff prior to making same.

Each month, we will verify that certified payroll has been submitted. We will review the work completed to ensure that the quantities and amounts requested reflect the actual work completed. We will also submit a monthly status report that will advise MSWD of compliance with the project schedule. If the contractor begins to fall behind the schedule, we will request corrective action. In accordance with contract documents, contractor's monthly updates of the project schedule will be reviewed.

Any press inquiries of the project will be referred to MSWD staff.

We will ensure that telephone numbers for normal working hours, evenings, and weekends for our staff, contractor, utilities, and emergency services are provided to all concerned parties.

In addition, we will maintain documents and records utilizing MSWD filing system at the job sites. We will ensure that contractor(s) are submitting proper labor reports, time and material reports, material invoices and/or tickets, certifications, warranties and all other such documents as necessary for a complete and successful project.

*Deliverables: Construction Meeting Agenda and Minutes, RFI and Response Log, Project Records*

## TASK NO. 2.2 – CONSTRUCTION INSPECTION

TKE will provide full time construction inspection for the duration of the project's field work (estimated at 125 working days). Our construction inspector will provide daily construction inspection to verify that the project is progressing in compliance with the contract documents and MSWD requirements. He will regularly discuss construction anticipated construction activities to ensure quality compliance and to ensure the project is proceeding efficiently. We will require strict compliance with requirements for all construction activities. All materials will be reviewed against approved material submittals as they arrive on-site.

Our construction inspector will verify public safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented and MSWD will be advised. In addition, he will verify that construction is proceeding in accordance with contract document requirements. System service interruptions will be coordinated with MSWD staff and residents, as required.

We will digitally photograph the activities and maintain copies in the project files and our construction inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, inspector present, weather conditions, and construction progress. All project documentation will be completed on MSWD standard forms. All documents will be submitted in hard copy and electronic copy formats. TKE will provide all inspection equipment needed.

*Deliverables: Daily Field Reports, Site Deficiency Reports, Batch Tickets, Photographs, Accident Reports, Testing Reports, and Summary Reports*

### T A S K N O . 3 – P O S T C O N S T R U C T I O N

TKE will establish punch-lists for project completion, deliver maintenance bonds and/or manufacturer warranties, insure that all items are satisfactorily completed and we will perform any post-completion project analysis and reporting necessary and as required.

Through the course of construction, the construction manager will document changes by property address on a table. Once the project has been completed, TKE will prepare record table and provide it to MSWD. It will be signed by the construction manager and will reflect the improvements as constructed. Said record table will be based on data furnished by the contractor and our weekly field reports.

We will forward copies of all records in digital format and we will prepare a summary of construction changes, final cost, and schedule revisions. In addition, TKE will provide a final narrative summary report documenting construction activities.

In accordance with the project specifications the estimated construction period of 125 working days should be adequate to complete the field construction.

*Deliverables: Record Drawings, Punch List, Final Payment, Project Records, and Notice of Completion*

## FEE

TKE Engineering, Inc. will provide the services described in our proposal for \$175,300.00. Our fee amount is shown on the attached fee breakdown table. Our fee is a “time and materials basis” fee amount and we will not provide added services without prior MSWD approval. Fees for construction engineering services would be provided in accordance with our attached rate schedule and are assumed on a 125 working day construction schedule. We propose to invoice MSWD monthly in accordance with our rate schedule, not to exceed the amounts specified.

Thank you for your consideration. TKE would very much appreciate the opportunity to interview with you to further discuss how MSWD can benefit with our services. If you have any questions, please call me at (951) 680-0440 or e-mail me at [sledbetter@tkeengineering.com](mailto:sledbetter@tkeengineering.com).

Sincerely,



Steven W. Ledbetter, P.E.  
Vice President  
TKE Engineering, Inc.

**Attachments:**

Fee Breakdown Table  
Rate Schedule



# EXHIBIT B



## RATE SCHEDULE 2023- 2024

	<b><u>HOURLY RATE</u></b>
Principal in Charge .....	\$180.00
Project Manager/Construction Manager/Licensed Surveyor .....	\$170.00
Traffic Engineer (TE) .....	\$160.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker ... ..	\$160.00
Assistant Project Manager/Associate Engineer .. ..	\$150.00
Assistant Engineer/Plan Checker/Designer .....	\$140.00
AutoCAD Technician .....	\$130.00
Engineering Technician .....	\$100.00
Clerical .....	\$ 90.00
Forensic Engineering .....	\$275.00
Expert Witness Testimony .....	\$375.00
 <b><u>SURVEYING SERVICES</u></b>	
2-Man Survey Crew (Prevailing Wage) .....	\$250.00
 <b><u>CONSTRUCTION SERVICES</u></b>	
Senior Construction Inspector (Prevailing Wage) .....	\$130.00
Construction Inspector (Prevailing Wage) .....	\$120.00
 <b><u>REIMBURSABLE COSTS</u></b>	
In-house Reproduction .....	Cost
Printing and Materials .....	Cost + 10%
Express Mail/Courier/Next Day Service .. ..	Cost + 10%
Special Subconsultant Services .. ..	Cost + 10%

## Mission Springs Water District

### Construction Management and Inspection Services for Project Viento Water, Sewer, and Lift Station

#### Desert Hot Springs, California

#### Consulting Engineering Fee Breakdown

Task No.	Task	Construction Manager		Assistant Construction Manager		Clerical		Inspector		Survey Crew		Total \$
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
<b>1</b>	<b>Preconstruction Services</b>											
1.1	Project Coordination	8	\$ 1,360	12	\$ 1,920	8	\$ 720	8	\$ 1,040		\$ -	\$ 5,040
1.2	Material Submittal Review	40	\$ 6,800	80	\$ 12,800	8	\$ 720		\$ -		\$ -	\$ 20,320
1.3	Preconstruction Conference	2	\$ 340	4	\$ 640	2	\$ 180	1	\$ 130		\$ -	\$ 1,290
<b>2</b>	<b>Construction Services</b>											
2.1	Construction Administration <sup>2.)</sup>	50	\$ 8,500	50	\$ 8,000	12	\$ 1,080		\$ -		\$ -	\$ 17,580
2.2	Construction Inspection <sup>3.)</sup>		\$ -		\$ -	12	\$ 1,080	900	\$ 117,000		\$ -	\$ 118,080
3	Post Construction	4	\$ 680	8	\$ 1,280	8	\$ 720	40	\$ 5,200		\$ -	\$ 7,880
	<b>Subtotal:</b>	104	\$ 17,680	154	\$ 24,640	50	\$ 4,500	949	\$ 123,370	0	\$ -	\$ 170,190
												<b>Reimbursables (@3%)<sup>1.)</sup>:</b> \$ 5,106

**Rates:**

Construction Manager	\$ 170 /HR
Assistant Engineer	\$ 160 /HR
Clerical	\$ 90 /HR
Senior Construction Inspector	\$ 130 /HR
2-Man Survey Crew	\$ 250 /HR

**Notes:**

- 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.
- 2.) Assumes Part Time Construction Management Support (i.e. 4 hours per week) for the 125 Working Days
- 3.) Assumes Full Time Inspection (i.e. 40 hours per week) for the 100 Working Days with Overlapping Construction Schedules for Water, Sewer, and Lift Station Improvements, and Part-Time Inspection for Project Initiation and Closeout.

**Design Total:** \$ 175,296

**Rounded Design Total:** \$ 175,300

**TKE Engineering, Inc.**

# EXHIBIT C

## Term, Early Termination & Notice

### General Engineering Services – Project Viento Construction

#### Inspection Services

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

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (1) one year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between Mission Springs Water District and TKE Engineering, Inc. for General Engineering Services - Project Viento Construction Inspection Services 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 TKE Engineering, Inc.

##### **OWNER**

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

##### **CONSULTANT**

Attn: Steve Ledbetter  
TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside, CA 92507  
sledbetter@tkeengineering.com