

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

For your protection, make sure that you read and understand all provisions before signing. The terms on Pages 2 - 7 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **AECOM Technical Services, Inc.** DATE: _____
 999 Town and Country Road
 Orange, CA 92868

TITLE: **Mission Springs Water District Regional Water Reclamation Facility
Project Bidding Period Support Services**

The undersigned Consultant agrees to furnish the following:

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

Contract price \$: Not to Exceed \$135,000.00

Term: Six (6) months from the effective Agreement DATE above

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

Accepted: _____
 Mission Springs Water District

Consultant: _____
 AECOM Technical Services, Inc.
 (Business Name)

By: _____
 Arden Wallum
Title General Manager

By: _____
Title _____

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

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 from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

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

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

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

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

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

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later editions is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
 - The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
 - Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Mission Springs Water District.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
 - In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
 - g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
 - h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

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

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

- aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

- bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

- cc. Each of the signatories herein, hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

December 10, 2020

Mr. Steve Ledbetter, PE
Vice President
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

Subject: West Valley Water Reclamation Facility
Bidding Period Services

Dear Steve,

AECOM proposes to provide final bid document preparation, pre-qualification and pre-negotiation support and bidding period assistance for the West Valley Water Reclamation Facility. We understand that this will be a new engineering agreement and will support you to develop the new document.

Our scope of services includes updating specifications to meet SRF funding requirements. AECOM will support the District in contacting and obtaining firm pricing from the sole source vendors. We will prepare a qualifications questionnaire for Contractors to be included in the Bid Document. AECOM will address queries received from Bidders and other interested parties throughout the Bid Period and prepare addenda as necessary. Our services include evaluation of contractor qualifications and bids, with a recommendation for award. The draft scope is enclosed as Exhibit A of the new Agreement.

AECOM proposes to complete the Scope of Work on a Time and Materials basis. Bidding period service activities cannot be fully quantified, because much of the effort will be in response to queries by prospective Bidders and suppliers. Evaluation of qualifications and bids will depend on the number of Bidders. An estimate of hours by discipline is based on previous projects of comparable scope.

We are requesting a budget of \$135,000 to cover these tasks. Table 1 outlines the tasks and estimated labor hours anticipated over the 4-month project period, and costs are estimated in accordance with rates and terms outlined in the rate schedule. Our current Labor Rate Schedule (October 2020) is attached as Exhibit B. Our subcontractor for architectural services will be involved in several aspects of the Bid Period, and we have shown an estimate of \$2,000 for this effort.

AECOM will invoice the District monthly. AECOM will not exceed the cost estimate without receiving prior approval from the District.

Please contact me for further information at 714-270-5939.

Sincerely,

AECOM Technical Services, Inc.

Nicholas B. Cooper, P.E.
Vice President

Cc: Alex Franchi

EXHIBIT A

SCOPE OF SERVICES

This project will provide procurement services for the West Valley Water Reclamation Facility, from pre-negotiation through bidding period services. There are several elements required for procurement of a construction contractor and equipment suppliers. Several are required before the project is advertised and several during the bid period.

1. Project Management
2. Pre-qualification and pre-negotiation
3. Final Bidding Documents preparation
4. Bid Period Services

Task 1 - Project Management

AECOM (herein referred to as Consultant or AECOM) will provide the following project management tasks during the project.

1.1 Project Management and QA/QC Coordination

This task includes coordination with the District and the project team, and quality control review. Overall project management for improvements design duration, which includes supervision of in-house staff, planning and monitoring of budget and schedule, and coordination with the District and its Program Manager, will be conducted by the Project Manager.

1.2 Coordination Meetings

Up to three (3) virtual coordination meetings will be held throughout the Pre-negotiation and Bidding Period. The meetings will be held to coordinate and review efforts on the various tasks. AECOM will prepare meeting minutes as necessary.

Task 2 – Pre-negotiation and Pre-qualification Services

2.1 Pre-negotiation with Suppliers

Contact sole source vendors for the following equipment items and request letters with firm fixed pricing that they will offer to the Bidders. AECOM will help prepare example letters for issuance to the vendors.

Grit Removal System: Head Cell by Hydro International
Belt Filter Press: BDP Industries
Belt Conveyor: Serpentix Conveyor Corporation

Consultant will confirm with the selected Bidder that the stated price was incorporated in their Bid Proposal.

2.2 Prequalification of Contractors

Prepare prequalification questionnaires for the bid package, to provide requirements for qualification of Contractors. This will be used for evaluation of Bidders to help the District determine the capacity and capability of the selected contractor.

Task 3 – Bid Period Services

3.1 Finalize Bid Documents

Complete technical specifications and assist in development of Contract Documents compatible with State Revolving Fund (SRF) requirements. This will include Buy American clauses and forms required to meet SRF funding standards. Coordinate front-end documents with the District's purchasing and legal agents as requested. Technical specifications will be revised where required.

3.2 Communications - Bidders Comments

Assist the District with responding to bidder's questions throughout the bidding period. Each comment will be evaluated for a response and determine need for an addendum item. All comments and requests for clarification will be answered, for issuance by the District.

3.3 Prepare Addenda and Document Modifications

Assist the District with modifications to the bid documents and preparing contract addenda. Final addendum will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. It is assumed a maximum of three (3) addenda will be prepared.

3.4 Pre-Bid Conference

Attend pre-bid conference and job-site tour scheduled and coordinated by the District. Consultant will prepare meeting summary including items discussed at the pre-bid conference, to be issued by the District to Planholders.

3.5 Evaluation of Bids and Recommendation for Award

Review the bids received by the District to identify responsive and responsible bidders. Review qualifications questionnaires and Bid Proposals. Provide recommendation for award and tabulate bids.

3.6 Conform Documents

Conform design documents to incorporate addenda items and provide conformed pdf files for issuance to contractor after award.

ASSUMPTIONS

AECOM has prepared this proposal based on the following assumptions:

- The Bid Period is limited to six weeks duration.
- SRF support documentation for approval of funding is not included.
- All written communications with prospective Bidders will be by the District.
- Addenda format and distribution of addenda will be provided by the District.
- Addressing Contractor protests is not included in these services.

A cost and/or schedule adjustment may be necessary if changes to these assumptions occur during the Project.

SCHEDULE

Document preparation for advertising will be completed in 4 weeks. Additional time for District legal staff and administration is not included. Support during the Bid Period will be on the District's schedule. Recommendation for award will be completed within 10 days following receipt of bid documents from the District. Conformed documents will be completed within 4 weeks following authorization of this task by the District.

Safety: Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the District.

Opinions of Construction Cost: Any Opinion of Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of District. Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions.

Hazardous Materials: Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the Project Site.

EXHIBIT B

AECOM 2021 FEE SCHEDULE FOR PROFESSIONAL SERVICES Effective October 1, 2020

Hourly
Billing Rate

Engineers, Planners, Architects, Scientists:

Intern	\$ 67.00
Technician	\$ 88.00
Engineer I/ Specialist I	\$ 102.00
Engineer II/ Specialist II	\$ 118.00
Engineer III/ Specialist III	\$ 134.00
Engineer IV	\$ 144.00
Engineer V	\$ 160.00
Engineer VI	\$ 175.00
Engineer VII	\$ 191.00
Engineer VIII	\$ 206.00
Project Manager I/ Senior Engineer I	\$ 216.00
Project Manager II/ Senior Engineer II	\$ 232.00
Project Manager III/ Senior Engineer III	\$ 247.00
Project Manager IV/ Senior Engineer IV	\$ 265.00
Principal	\$ 275.00

Construction Administration Personnel:

Resident Project Representative	\$ 143.00
Senior Resident Project Representative	\$ 167.00
Resident Engineer	\$ 204.00
Construction Services Manager	\$ 258.00

Technical Support Staff:

Clerical/ General Office	\$ 88.00
Administrative Specialist	\$ 107.00
Drafter/ CADD Technician	\$ 90.00
Assistant CADD Operator	\$ 111.00
Designer/ CADD Operator	\$ 126.00
Senior Designer/ Design CADD Operator	\$ 146.00
Design/ CADD Supervisor	\$ 165.00

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction Cost + 5%

Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to work on a task order.

Table 1. Bid Period Engineering Services

SubTask	Description	Project Manager IV/ Senior Engineer IV (Cooper)	Project Manager III/ Senior Engineer III (Franchi, Kuang, Randall, Wah)	Engineer VIII (R. Siu)	Engineer IV (O. Nino)	Engineer III/ Specialist III (D. LaFrance)	Engineer IV (D. Ambartsumyan)	Engineer V (N. Ubario)	Engineer I/ Specialist I (D. Mejia)	Senior Designer/ Design CADD Operator (D. Ghilarducci, M. Frank)	Designer/ CADD Operator (T. Nguyen)	Assistant CADD Operator (Dekane)	Administrative Specialist	Total	Labor Cost	Subcontractors	
		\$265 (\$/hr)	\$247 (\$/hr)	\$232 (\$/hr)	\$144 (\$/hr)	\$144 (\$/hr)	\$144 (\$/hr)	\$144 (\$/hr)	\$118 (\$/hr)	\$165 (\$/hr)	\$146 (\$/hr)	\$111 (\$/hr)	\$107 (\$/hr)				
			Electrical/ I&C / Structural	Plumbing	HVAC	Civil	Structural	Electrical	Process Mechanical	Civil/ Mechanical	Structural	Electrical	Administrative	(hr)		Architectural	
Project Management																	
1.1	Project Administration	8	16											24	\$6,072	\$6,072	
1.2	Meetings	8	12			8			8					36	\$7,180	\$7,180	
Prequalification Services																	
2.1	Prequalification Documents	16	8						16				4	44	\$8,532	\$8,532	
2.2	Pre negotiations with Vendors	16	8						24				4	52	\$9,476	\$9,476	
Bidding Services																	
3.1	Revise Specifications	16	20			8			8				8	60	\$12,132	\$12,132	
3.2	Bid Period Support - Communications	40	32		4	16	16	24	8					140	\$28,088	\$28,088	
3.3	Addenda Preparation and Document Modifications	16	12	4	4	16	8	24	32	16	16	8	16	172	\$26,972	\$26,972	
3.4	Prebid Conference	4	8			4			4					4	24	\$4,512	
3.5	Evaluation of Bids and Recommendation for Award	8	8						16					4	36	\$6,412	
3.6	Conformed Documents	8	8	4	4	16	8	16	16	32	16	8	16	152	\$23,464	\$2,100	
	Total	140	132	8	12	68	32	64	132	48	32	16	56	740	\$132,840	\$2,100	\$134,940

EXHIBIT C

Term, Early Termination & Notice

Mission Springs Water District Regional Water Reclamation Facility Project Bidding Period Support Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire six (6) months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and AECOM Technical Services, Inc. for Mission Springs Water District Regional Water Reclamation Facility Project Bidding Period Support Services in force prior to the effective date of this agreement.

A. 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.

B. 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: Luiz Santos
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONSULTANT

AECOM Technical Services, Inc.
999 Town and Country Road
Orange, CA 92868