

**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.** DATE: _____
999 Town and Country Road
Orange, CA 92686

TITLE: **Engineering Services During Construction of the Regional Water Reclamation Facility Project**

The undersigned Consultant agrees to furnish the following:

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

Contract price \$: Not to Exceed \$463,048.00

Term: **Eighteen (18) months from the effective Agreement DATE above**

Instructions: Sign and return via email. 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:	Consultant:
<u>Mission Springs Water District</u>	<u>AECOM Technical Services, Inc.</u>
	(Business Name)

By: <u>Arden Wallum</u>	By: <u>Keith Campbell, PE</u>
Title <u>General Manager</u>	Title <u>Vice President</u>

Other authorized representative(s):	Other authorized representative(s):
<u>Brian Macy</u>	_____
Assistant General Manager	
<u>Eric Weck</u>	_____
Engineering 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:

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)).

1. Auto liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.
2. 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.

EXHIBIT A

SCOPE OF SERVICES

MISSION SPRINGS WATER RECLAMATION FACILITY ENGINEERING SERVICES DURING CONSTRUCTION

1.0 Project Management

The Consultant shall manage professional services to complete the project. These services shall include preparation of invoices, progress reviews, and directing staff and internal resources in a manner such that project milestones and deliverables are met as scheduled.

1.1 Project Progress Monitoring and Status Reports

The Consultant shall monitor project progress and coordinate with the District:

1. Report project issues and general progress to the District monthly. This shall be achieved through a project status report that shall be submitted with each monthly invoice. The project status report shall be in narrative form and highlight the progress in each task or subtask(s) and any issues from the prior month and work effort planned for the coming month.
2. Coordinate technical and procedural issues with the District.
3. Oversee its own efforts, monitor progress and budget used, and direct project work in accordance with the project scope, schedule, and budget.

1.2 Quality Management

The Consultant shall manage the quality of the project deliverables throughout the development of the project.

2.0 Conferences and Meetings

2.1 Preconstruction Conference

Consultant's design engineers shall attend and support pre-construction conference with the Construction Manager, the District, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

2.2 Coordination Meetings

Consultant design engineers and other pertinent staff will attend coordination meetings with the District and Construction Manager when/as needed. A total of 48 coordination meetings are assumed during the 24-month project.

2.3 Monthly Progress Meetings

Consultant design engineers and other pertinent staff will attend monthly progress meetings with the District, Construction Manager and Contractor. A total of 18 monthly progress meetings are assumed.

3.0 Submittals

Consultant shall review Contractor submittals received from the CM. A total of 100 submittals and 20 resubmittals is assumed. After completion of the review, Consultant will return submittal to the CM for distribution to the Contractor and District. It is assumed that the CM will maintain a Submittal Log and

monitor submittal schedule. Consultant will maintain a submittal log to manage reviews internally.

4.0 Requests for Information (RFIs)

Review and respond to Contractor's Requests for Information (RFI). A total of 100 RFIs is assumed. When appropriate, recommendations, suggestions and alternatives shall be provided to the CM and/or the District. It is assumed that the CM will maintain an RFI Log and monitor schedule. Consultant will maintain an RFI log to manage responses internally.

5.0 Construction Contract Changes

Consultant will support CM in preparing and investigating proposed contract change requests submitted by the Contractor or requested by the District. This may require evaluation of the change request for value and constructability, and impact on design intent. This task may include revisions to existing drawings and development of new specifications. It is assumed that the CM will prepare all documentation and forms, maintain a PCM (Proposed Contract Modification) Log and prepare formal change order packages for the District. A total of 10 Contract Change Orders is assumed.

6.0 Operation and Maintenance Manuals

6.1 Review of Manufacturers Operations Manuals. Consultant will review manufacturers O&M manuals for completeness and consistency. O&M Manuals will be reviewed for specific applicability to equipment supplied for the project.

6.2 Prepare Plant-wide Operations and Maintenance Manual

Consultant will prepare a detailed operations and maintenance (O&M) manual for the new facility. The O&M manual is an essential part of a comprehensive start up program. It will provide information on unit process operations; equipment operation and maintenance; instrumentation and electrical controls; detailed start up procedures; plant shutdown and emergency procedures; safety requirements; chemical handling; unit process performance monitoring and laboratory testing procedures; and routine maintenance procedures. The O&M manual will also contain a compilation of equipment maintenance data sheets and information provided as part of the contractor's submittal during construction; schematic diagrams; and equipment maintenance identification numbers.

Specifically, the O&M manual will cover all the unit processes of the new facility, and how those processes integrate with the existing facilities. The manual will contain the following sections: (1) introduction; (2) process description; (3) start up; (4) normal operations; (5) emergency operations; (6) monitoring and analytical requirements; (7) troubleshooting guidelines; and (8) preventative maintenance. The manual will provide step by step instructions for the operation of each unit process. The manual will specify valve, equipment and instrument numbers in the operations descriptions.

Ten (10) copies of each draft manual will be submitted to the District for review. Corrections, changes and/or additions required by the District will be performed, and ten (10) copies of each final manual will be provided in hard cover, snap three ring binders.

7.0 Operator Training

Consultant will assist the District in operations staff training. Consultant shall review training materials and qualifications of training staff for each major vendor. Consultant shall certify that training is performed in compliance with the specifications.

8.0 Startup and Commissioning

8.1 Review Startup and Testing Plan

Consultant will review and comment on detailed testing and startup plans prepared by the Contractor. Consultant will meet with contractor to review and discuss the draft startup and testing plans. For fee estimating purposes, we have anticipated one full time startup and testing specialist for up to 4 weeks during startup and commissioning. An instrumentation specialist will attend factory tests and oversee field verification testing of plant-wide SCADA systems.

8.2 Preliminary Tasks

As part of initial start-up activities, Consultant will conduct a thorough systems checkout, including troubleshooting of equipment and instrumentation throughout the treatment system. This checkout will identify any deficiencies that require correction or adjustments that should be made to ensure an efficient start up.

8.3 Commissioning

The Consultant will assist the District in the testing and start-up of the completed facilities by providing on-site advice and troubleshooting, as required. Maintain records indicating problems encountered and system changes. Recommend project acceptance upon completion of the commissioning period in accordance with the contract documents.

9.0 Project Closeout

9.1 Closeout Documentation

Consultant will provide copies of construction-related documents (memoranda, phone conversation records, calculations) required for project files, delivered to the CM and District.

9.2 Certification of Compliance

Consultant will provide certification that the completed project is in substantial conformance to the engineering design and design intent.

9.3 Record Drawings

CM will maintain a set of as-built drawings during construction and will review the contractor's as-built drawings periodically to verify that changes are being documented. CM will collect as-built drawings from the contractor at contract close-out and submit to the Consultant for processing. Drawings will be updated in CADD, stamped and dated as Record Drawings, and signed by an authorized AECOM engineer.

EXHIBIT B

AECOM 2022 RATE SCHEDULE FOR PROFESSIONAL SERVICES Effective October 1, 2021

Engineers, Planners, Architects, Scientists:

Technician	\$	96.00
Engineer I/ Specialist I	\$	111.00
Engineer II/ Specialist II	\$	129.00
Engineer III/ Specialist III	\$	146.00
Engineer IV	\$	157.00
Engineer V	\$	175.00
Engineer VI	\$	191.00
Engineer VII	\$	209.00
Engineer VIII	\$	225.00
Project Manager I/ Senior Engineer I	\$	235.00
Project Manager II/ Senior Engineer II	\$	253.00
Project Manager III/ Senior Engineer III	\$	266.00
Project Manager IV/ Senior Engineer IV	\$	287.00

Construction Administration Personnel:

Resident Project Representative	\$	156.00
Senior Resident Project Representative	\$	182.00
Resident Engineer	\$	223.00
Construction Services Manager	\$	282.00

Technical Support Staff:

Clerical/ General Office	\$	96.00
Administrative Specialist	\$	117.00
Drafter/ CADD Technician	\$	99.00
Assistant CADD Operator	\$	121.00
Designer/ CADD Operator	\$	138.00
Senior Designer/ Design CADD Operator	\$	159.00
Design/ CADD Supervisor	\$	180.00

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction	Cost + 5%
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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.

**MSWD - Regional Water Reclamation Facility
Engineering Services During Construction (ESDC)**

Task No.	Task Description	AECOM Labor Hours												Total Hours - AECOM	Total Labor - AECOM	Other Direct Costs	Total AECOM	Subcontract SOMAM - Architect	Administrative Fee 5%	TOTAL
		Project Manager IV	Project Manager IV	Project Manager III	Engineer VI	Engineer VI	Engineer IV	Engineer VI	Engineer IV	Engineer II	Senior Designer	Designer/CADD Operator	Clerical							
		Project Manager	Senior Electrical	Senior Structural	Electrical	I&C	Structural Designer	Civil	Civil/Process	Process	Senior CADD	Electrical CADD								
	Hourly Billing Rate	\$ 287	\$ 287	\$ 253	\$ 175	\$ 191	\$ 157	\$ 191	\$ 157	\$ 129	\$ 180	\$ 121	\$ 117							
Task 1 - Project Management																				
1.1	Progress Monitoring and Reporting	80	0							40			40	160	\$ 32,800	\$ 5,000	\$ 37,800	\$ -	\$ 250	\$ 38,050
1.2	Quality Management	40	40	40									40	160	\$ 37,760		\$ 37,760	\$ -	\$ -	\$ 37,760
Task 1 - Subtotal		120	40	40	0	0	0	0	0	40	0	0	80	320	\$ 70,560	\$ 5,000	\$ 75,560	\$ -	\$ 250.00	\$ 75,810
Task 2 - Conferences and Meetings																				
2.1	Preconstruction Meeting	8												8	\$ 2,296		\$ 2,296	\$ -	\$ -	\$ 2,296
2.2	Coordination Meetings (48)	60	40	24				24	24	60				232	\$ 50,864		\$ 50,864	\$ -	\$ -	\$ 50,864
2.3	Monthly Progress Meetings (18)	40	24	0					24	40				128	\$ 27,296		\$ 27,296	\$ -	\$ -	\$ 27,296
Task 2 - Subtotal		108	64	24	0	0	0	24	48	100	0	0	0	368	\$ 80,456	\$ -	\$ 80,456	\$ -	\$ -	\$ 80,456
Task 3 - Submittals																				
3.1	Submittal Review (100)	32	24	24	80	60	60	24	40	60		32		436	\$ 79,500		\$ 79,500	\$ 20,000	\$ 1,000	\$ 100,500
Task 3 - Subtotal		32	24	24	80	60	60	24	40	60	0	32	0	436	\$ 79,500	\$ -	\$ 79,500	\$ 20,000	\$ 1,000	\$ 100,500
Task 4 - Requests for Information																				
4.1	Requests for Information (100)	32	24	24	80	40	60	40	60	80				440	\$ 80,584		\$ 80,584	\$ 5,000	\$ 250	\$ 85,834
Task 4 - Subtotal		32	24	24	80	40	60	40	60	80	0	0	0	440	\$ 80,584	\$ -	\$ 80,584	\$ 5,000	\$ 250	\$ 85,834
Task 5 - Construction Contract Changes																				
5.1	Construction Contract Changes (10)	24	24	24	32	40	120	80	120	80	80	80		704	\$ 120,448		\$ 120,448	\$ -	\$ -	\$ 120,448
Task 5 - Subtotal		24	24	24	32	40	120	80	120	80	80	80	0	704	\$ 120,448	\$ -	\$ 120,448	\$ -	\$ -	\$ 120,448
Task 6 - Operation and Maintenance Manuals																				
6.1	Review of Manufacturers Operations Manuals	4	4		16	16			24	40				104	\$ 17,080		\$ 17,080	\$ -	\$ -	\$ 17,080
6.2	Plant-wide Operations and Maintenance Manual	32	16		40	60		24	120	140	24	24	80	560	\$ 90,304		\$ 90,304	\$ -	\$ -	\$ 90,304
Task 6 - Subtotal		36	20	0	56	76	0	24	144	180	24	24	80	664	\$ 107,384	\$ -	\$ 107,384	\$ -	\$ -	\$ 107,384
Task 7 - Operator Training																				
7.1	Operator Training	16	16		60				40	40				172	\$ 32,084	\$ 1,000	\$ 33,084	\$ -	\$ 50	\$ 33,134
Task 7 - Subtotal		16	16	0	60	0	0	0	40	40	0	0	0	172	\$ 32,084	\$ 1,000	\$ 33,084	\$ -	\$ 50	\$ 33,134
Task 8 - Startup and Commissioning																				
8.1	Review Startup and Testing Plan	8	8		8	8			40	24				96	\$ 16,896		\$ 16,896	\$ -	\$ -	\$ 16,896
8.2	Preliminary Tasks	8	8		16	40			16	24				112	\$ 20,640		\$ 20,640	\$ -	\$ -	\$ 20,640
8.3	Commissioning	16	24		80	120			32	80	8			360	\$ 65,184	\$ 10,000	\$ 75,184	\$ -	\$ 500	\$ 75,684
Task 8 - Subtotal		32	40	0	104	168	0	0	88	128	8	0	0	568	\$ 102,720	\$ 10,000	\$ 112,720	\$ -	\$ 500	\$ 113,220
Task 9 - Project Closeout																				
9.1	Closeout Documentation	16	16	8	24	24		16	24	40				168	\$ 31,976		\$ 31,976	\$ -	\$ -	\$ 31,976
9.2	Certification of Compliance	8	8	8		8								32	\$ 8,144		\$ 8,144	\$ -	\$ -	\$ 8,144
9.3	Record Drawings	8	8	8	40	24	160		40	24	40	120		472	\$ 74,416	\$ 5,000	\$ 79,416	\$ 5,000	\$ 500	\$ 84,916
Task 9 - Subtotal		32	32	24	64	56	160	16	64	64	40	120	0	672	\$ 114,536	\$ 5,000	\$ 119,536	\$ 5,000	\$ 500	\$ 125,036
TOTAL Hours		432	284	160	416	500	400	208	604	772	152	256	160	4,344	\$ 788,272	\$ 21,000	\$ 809,272	\$ 30,000	\$ 2,550	\$ 841,822

EXHIBIT C

Term, Early Termination & Notice

Engineering Services During Construction of the Regional Water Reclamation Facility Project

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon eighteen (18) calendar 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 Engineering Services During Construction of the Regional Water Reclamation Facility Project 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

CONTRACTOR

Attn: Keith Campbell
AECOM Technical Services, Inc.
999 Town and Country Road
Orange, CA 92686