



Town Council Agenda Report

Date: June 25, 2019 Item No. 2

To: Honorable Mayor and Town Council

Subject: AWARD CONTRACT FOR THE CONSTRUCTION MANAGEMENT SERVICES FOR THE APPLE VALLEY DESERT WATER REUSE – PROJECT 2019-01

From: Douglas Robertson, Town Manager

Submitted by: Brad Miller, Town Engineer
Engineering Department

Budgeted Item: Yes No N/A

RECOMMENDED ACTION

Award a Professional Services Agreement contract to Parsons Transportation Group, Inc. for Construction Management Services for the Apple Valley Desert Water Reuse – Project 2019-01 in an amount not to exceed \$385,467.00, subject to “Approval as to Form” by the Town Attorney, and “Approval as to Content” by the Town Manager.

BACKGROUND

The Apple Valley Desert Water Reuse Project is expected to provide recycled water suitable for irrigation and groundwater recharge. The main recycled water transmission line is already installed and ready to receive the recycled water. The project will install connecting pipelines or "inter-ties" to the main line to bring water to Brewster Park, Thunderbird Park and Civic Center Park for irrigation. New water tanks will be built at Brewster and Civic Center Parks.

The project’s construction contract award is expected for July 9, 2019. It is beneficial for the project that a Construction Management firm is retained in advance of project award to review the construction contract documents such as plans, specifications, construction items, submittals, etc.

ANALYSIS

The Town received three Proposal responses for Construction Management Services for the Apple Valley Desert Water Reuse Project. The responses were as follows:

- | | |
|--------------------------------|---------------------|
| 1. David Evans and Associates: | declined to propose |
| 2. KOA: | \$396,597.50 |
| 3. Parsons: | \$385,467.00 |

After careful evaluation of the two submitted proposals, based on experience, qualifications, and familiarity with this particular project, staff recommends that Parsons be awarded the contract for the Construction Management Services for the Apple Valley Desert Water Reuse – Project 2019-01.

FISCAL IMPACT

The Construction Management services contract will be funded by the Town's Waste Water Fund as shown in the Budget for Fiscal Year 19/20.

ATTACHMENTS

- A. Parsons proposal.
- B. Professional Services Agreement.

ATTACHMENT A – PARSONS PROPOSAL



3200 E. Guasti Rd., Suite 200 | Ontario, CA 91761
Direct: +1 909.218.3600 | Fax: +1 909.218.3605 | www.parsons.com

May 30, 2019

Mr. Brad Miller
Town of Apple Valley Engineering Division
14955 Dale Evans Parkway
Apple Valley, CA 92307

Subject: Construction Management and Inspection for the Recycled Water Conversion at Thunderbird, Civic Center and Brewster Parks

Dear Mr. Miller,

The purpose of this letter is to request Agreement between the Town of Apple Valley and Parsons for Construction Management and Inspection Services on the Recycled Water Conversion at Thunderbird, Civic Center and Brewster Parks.

Parsons proposes to provide the Construction Management and Inspection Services for the amount of \$385,467.00, for the Recycled Water Conversion at Thunderbird, Civic Center and Brewster Parks project. The Parsons team has been strategically assembled to be a responsive and streamlined extension of Town of Apple Valley's staff. Our team possesses recent experience that is directly applicable to this project and is structured to provide immediate response to the Town of Apple Valley's construction management (CM) and inspection needs. Our team offers the following benefits to the Town of Apple Valley:

- A proven track record of providing CM/inspection services for Bridge, Road and Highway, water, wastewater, and recycled water infrastructure projects.
- Eight Southern California offices that provide a deep pool of resources with the experience necessary to support this project and allow us to mobilize staff quickly when called for services.
- Expertise in water and wastewater treatment plant, pump stations, pipeline, roads, bridges, and tunnel CM projects. Our team members have years of experience in the construction management of water and wastewater pipeline, pump stations, roads, bridges, tunnel, and other related rehabilitation and replacement projects. Our proposed resident engineer, Zack Mazraani, PE is a registered civil engineer and has experience working on Town of Apple Valley projects.

Parsons scope and fee is based on the following services:

1. Part time resident engineering services provided by our proposed resident engineer Zack Mazraani.
2. Full time inspection provided by our experienced inspector Steve Nakashian.
3. Part time, as-needed electrical and I&C inspection provided by Skip Hornsby.
4. Startup assistance
5. Materials Testing services provided by our subconsultant Group Delta.

Task No. 1: Project Management

Parsons's project manager will provide contract services and will be the point of contact for Parsons for any contractual matters. The CM QA/QC specialist will provide CM oversight and will ensure that the CM team follows procedures and guidelines. The submittal/RFI QA/QC specialist will ensure that the submittals and RFIs are reviewed in a timely manner and the responses concur with the contract documents.

Task No. 2: Resident Engineering

Parsons's Resident Engineer will provide Resident Engineering services to supervise and will be responsible for performing the construction-related activities in this task and supervision of the project construction inspection activities described in task 3. Our Resident Engineer will perform the following activities:

- Participate in the weekly construction meetings.
- Clarify construction changes and irregularities.
- Review contractor progress payment requests and submit the final progress payment request to Town of Apple Valley for approval.
- Negotiate, prepare, and process change orders(s) and/or extra work orders(s).
- Review up-to-date construction information recorded by the Project Inspector
- Assist Town of Apple Valley in the preparation of Public Notification, Notice to Residents, and other documents to be distributed by the contractor.

Meetings:

Parsons will participate in meetings during the course of the project. This will include conducting the Project kickoff meeting at the beginning of the project and conducting weekly meetings during the Project 33-week construction period with the contractor and Town of Apple Valley staff to discuss construction progress and other issues. The focus of the kick-off meeting will be to discuss the scope and parameters of the project as well as Town of Apple Valley's experience with the existing facilities. Parsons team members that will participate in the kick-off meeting and weekly construction meetings will include our Resident Engineer, and Construction Inspector. These meetings will have pre-approved agendas, and meeting notes will be transcribed and distributed within five working days after each meeting.

It is assumed that the Resident Engineer and Construction Inspector participation in the weekly meetings are part of their Task No. 2 and Task No. 3 activities, respectively, and the budgets for their participation in those meetings are included in those subtask budgets.

Task No. 3: Construction Inspection

Parsons will provide full-time inspection for the project. Our Resident Engineer will supervise the Construction Inspector, will perform the following activities:

- Be onsite for whenever the Contractor is working.
- Meet weekly with Town of Apple Valley staff to update project status and schedule.
- Furnish a final construction report
- Assist with quality assurance activities for conformance of the constructed facilities with the contract plans and specifications.

- Assist and coordinate with the contractor in the specified notification procedures for the benefit of Town of Apple Valley to affected consumers and/or properties.
- Assist and coordinate with the contractor in notifying Town of Apple Valley existing customers and/or affected properties of proposed temporary utility system shutdowns and detouring of pedestrian and vehicular traffic around the construction activities.
- Maintain daily construction progress reports, project logs, and progress photographs.
- Establish a punch list during construction and update as construction progresses.

The Construction Inspector will regularly make the following submittals to Town of Apple Valley:

- On a weekly basis, daily construction progress reports and project logs.
- On a weekly basis, summary of construction progress for the previous reporting period.
- On a monthly basis, digital photographs showing weekly construction progress.
- At the conclusion of the project, the Construction Inspector will submit one complete set of construction progress photographs indicating scope of work and critical elements, mounted, identified, and indexed in notebook form.

Task No. 4: Startup Assistance

Our startup specialist will provide assistance during the startup and commissioning phase. His responsibility will be to review contractor's startup plan, review control strategy and implement during the construction phase.

Task No. 5: Materials Testing and Special Inspection

Our subconsultant, Group Delta, will provide materials testing and special inspection on the project. Our inspector and resident engineer will coordinate the testing and compaction services as and when required by the contractor.

Summary of Scope of Services:

<i>Task No. 1: Project Management</i>	\$39,300
<i>Task No. 2: Resident Engineering</i>	\$105,740
<i>Task No. 3: Construction Inspection</i>	\$181,104
<i>Task No. 4: Startup Assistance</i>	\$7,920
<i>Task No. 5: Materials Testing and Special Inspection</i>	\$32,703
<i>ODC's</i>	\$18,700
Total Proposed Contract Amount	\$385,467

We appreciate this opportunity to continue to work with you and look forward to the successful completion of this important project. If you have any questions, please call me at (909) 218-3650 or on my cell at (909) 782-0460.

Sincerely,



Ernest A. Figueroa, RLA
Project Manager

cc: File Attachments

FEE SCHEDULE

ATTACHMENT B – PROFESSIONAL SERVICES AGREEMENT
TOWN OF APPLE VALLEY
PROFESSIONAL SERVICES AGREEMENT
WITH PARSONS TRANSPORTATION GROUP, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of June, 2019, by and between the Town of Apple Valley, a municipal corporation organized under the laws of the State of California with its principal place of business at 14955 Dale Evans Parkway, Apple Valley, California 92307 (“Town”) and Parsons Transportation Group, a Corporation, with its principal place of business at 3200 East Guasti Road, Suite 200, Ontario, CA 91761 (“Consultant”). Town and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Engineering services to public clients, is licensed in the State of California, and is familiar with the plans of Town.

2.2 Project.

Town desires to engage Consultant to render such services for the Apple Valley Desert Water Reuse Project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from June 25, 2019 to June 25, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.

3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: Ernest A. Figueroa, Azhar Khan, Bill Lu and Zack Mazraani.

3.2.5 Town's Representative. The Town hereby designates Brad Miller, or his or her designee, to act as its representative for the performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Town's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Ernest A. Figueroa or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to

represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Town Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Town, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Town to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Town, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Town, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be canceled except after thirty (30) days, except 10 days' notice for non-payment, prior written notice by mail, has been given to the Town; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Town, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section where the Town is an additional insured shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Town, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. Consultant shall guarantee that, at the option of the Town, either: (1) the insurer shall reduce or eliminate

such deductibles or self-insured retentions as respects the Town, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Town.

3.2.10.8 Verification of Coverage. Consultant shall furnish Town with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Town if requested. All certificates and endorsements must be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the Town, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed three hundred eighty-five thousand four hundred sixty-seven U.S. dollars (\$385,467.00) without written approval of Town's Town Engineer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to Town a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Town shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Town's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Town shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of Town, and shall not be used in whole or in substantial part by Consultant on other projects without the Town's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Town reproducible copies of all Documents & Data, in a form and amount required by Town. Town reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Town at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Town upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Town any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Town upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Town and provide Town with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the Town.

3.5.3 Right to Use. Town shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a

project other than this Project without employing the services of Consultant shall be at Town's sole risk. If Town uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Town upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the Town, Caltrans and their directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Caltrans or Town of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of Town, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Parsons Transportation Group, Inc.
3200 East Guasti Road
Suite 200
Ontario, CA 91761
Ernest A. Figueroa, RLA, Vice President

Town:

Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, California 92307
Brad Miller, P.E., Engineering Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold the Town, Caltrans and their directors, officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged negligent or reckless acts, errors, or omissions or the willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation reasonable attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against Town or its directors, officials, officers, employees, and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs

incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.6.4 Time of Essence.

a. Time is of the essence for each and every provision of this Agreement.

b. Extension of time for unforeseen circumstances. In the event that the Consultant is unable to meet the completion date or schedule of services, if any, due to circumstances beyond the Consultant's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, except strikes, lockouts or work slowdown or stoppage of Consultant's employees or subcontractors, acts of God, such as floods, or earthquakes, and electrical blackouts or brownouts, Consultant shall inform the Town's Representative of the additional time required to perform the work and the Town's Representative, upon proper Town approval, may adjust the schedule as contemplated under Section 3.1.2 of this Agreement.

3.6.5 Town's Right to Employ Other Consultants. Town reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the Town's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE
TO
TOWN OF APPLE VALLEY
PROFESSIONAL SERVICES AGREEMENT**

TOWN OF APPLE VALLEY

PARSONS TRANSPORTATION GROUP, INC.

By: _____
Larry Cusack
Mayor

By: _____
Ernest A. Figueroa, RLA
Vice President

ATTEST:

Ms. La Vonda M. Pearson, Town Clerk

APPROVED AS TO CONTENT:

Douglas B. Robertson, Town Manager

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Thomas Rice, Town Attorney

EXHIBIT "A"



3200 E. Guasti Rd., Suite 200 | Ontario, CA 91761
Direct: +1 909.218.3600 | Fax: +1 909.218.3605 | www.parsons.com

May 30, 2019

Mr. Brad Miller
Town of Apple Valley Engineering Division
14955 Dale Evans Parkway
Apple Valley, CA 92307

Subject: Construction Management and Inspection for the Recycled Water Conversion at Thunderbird, Civic Center and Brewster Parks

Dear Mr. Miller,

The purpose of this letter is to request Agreement between the Town of Apple Valley and Parsons for Construction Management and Inspection Services on the Recycled Water Conversion at Thunderbird, Civic Center and Brewster Parks.

Parsons proposes to provide the Construction Management and Inspection Services for the amount of \$385,467.00, for the Recycled Water Conversion at Thunderbird, Civic Center and Brewster Parks project. The Parsons team has been strategically assembled to be a responsive and streamlined extension of Town of Apple Valley's staff. Our team possesses recent experience that is directly applicable to this project and is structured to provide immediate response to the Town of Apple Valley's construction management (CM) and inspection needs. Our team offers the following benefits to the Town of Apple Valley:

- A proven track record of providing CM/inspection services for Bridge, Road and Highway, water, wastewater, and recycled water infrastructure projects.
- Eight Southern California offices that provide a deep pool of resources with the experience necessary to support this project and allow us to mobilize staff quickly when called for services.
- Expertise in water and wastewater treatment plant, pump stations, pipeline, roads, bridges, and tunnel CM projects. Our team members have years of experience in the construction management of water and wastewater pipeline, pump stations, roads, bridges, tunnel, and other related rehabilitation and replacement projects. Our proposed resident engineer, Zack Mazraani, PE is a registered civil engineer and has experience working on Town of Apple Valley projects.

Parsons scope and fee is based on the following services:

1. Part time resident engineering services provided by our proposed resident engineer Zack Mazraani.
2. Full time inspection provided by our experienced inspector Steve Nakashian.
3. Part time, as-needed electrical and I&C inspection provided by Skip Hornsby.
4. Startup assistance
5. Materials Testing services provided by our subconsultant Group Delta.

Task No. 1: Project Management

Parsons's project manager will provide contract services and will be the point of contact for Parsons for any contractual matters. The CM QA/QC specialist will provide CM oversight and will ensure that the CM team follows procedures and guidelines. The submittal/RFI QA/QC specialist will ensure that the submittals and RFIs are reviewed in a timely manner and the responses concur with the contract documents.

Task No. 2: Resident Engineering

Parsons's Resident Engineer will provide Resident Engineering services to supervise and will be responsible for performing the construction-related activities in this task and supervision of the project construction inspection activities described in task 3. Our Resident Engineer will perform the following activities:

- Participate in the weekly construction meetings.
- Clarify construction changes and irregularities.
- Review contractor progress payment requests and submit the final progress payment request to Town of Apple Valley for approval.
- Negotiate, prepare, and process changes orders(s) and/or extra work orders(s).
- Review up-to-date construction information recorded by the Project Inspector
- Assist Town of Apple Valley in the preparation of Public Notification, Notice to Residents, and other documents to be distributed by the contractor.

Meetings:

Parsons will participate in meetings during the course of the project. This will include conducting the Project kickoff meeting at the beginning of the project and conducting weekly meetings during the Project 33-week construction period with the contractor and Town of Apple Valley staff to discuss construction progress and other issues. The focus of the kick-off meeting will be to discuss the scope and parameters of the project as well as Town of Apple Valley's experience with the existing facilities. Parsons team members that will participate in the kick-off meeting and weekly construction meetings will include our Resident Engineer, and Construction Inspector. These meetings will have pre-approved agendas, and meeting notes will be transcribed and distributed within five working days after each meeting.

It is assumed that the Resident Engineer and Construction Inspector participation in the weekly meetings are part of their Task No. 2 and Task No. 3 activities, respectively, and the budgets for their participation in those meetings are included in those subtask budgets.

Task No. 3: Construction Inspection

Parsons will provide full-time inspection for the project. Our Resident Engineer will supervise the Construction Inspector, will perform the following activities:

- Be onsite for whenever the Contractor is working.
- Meet weekly with Town of Apple Valley staff to update project status and schedule.
- Furnish a final construction report
- Assist with quality assurance activities for conformance of the constructed facilities with the contract plans and specifications.

- Assist and coordinate with the contractor in the specified notification procedures for the benefit of Town of Apple Valley to affected consumers and/or properties.
- Assist and coordinate with the contractor in notifying Town of Apple Valley existing customers and/or affected properties of proposed temporary utility system shutdowns and detouring of pedestrian and vehicular traffic around the construction activities.
- Maintain daily construction progress reports, project logs, and progress photographs.
- Establish a punch list during construction and update as construction progresses.

The Construction Inspector will regularly make the following submittals to Town of Apple Valley:

- On a weekly basis, daily construction progress reports and project logs.
- On a weekly basis, summary of construction progress for the previous reporting period.
- On a monthly basis, digital photographs showing weekly construction progress.
- At the conclusion of the project, the Construction Inspector will submit one complete set of construction progress photographs indicating scope of work and critical elements, mounted, identified, and indexed in notebook form.

Task No. 4: Startup Assistance

Our startup specialist will provide assistance during the startup and commissioning phase. His responsibility will be to review contractor's startup plan, review control strategy and implement during the construction phase.

Task No. 5: Materials Testing and Special Inspection

Our subconsultant, Group Delta, will provide materials testing and special inspection on the project. Our inspector and resident engineer will coordinate the testing and compaction services as and when required by the contractor.

Summary of Scope of Services:

<i>Task No. 1: Project Management</i>	\$39,300
<i>Task No. 2: Resident Engineering</i>	\$105,740
<i>Task No. 3: Construction Inspection</i>	\$181,104
<i>Task No. 4: Startup Assistance</i>	\$7,920
<i>Task No. 5: Materials Testing and Special Inspection</i>	\$32,703
<i>ODC's</i>	\$18,700
Total Proposed Contract Amount	\$385,467

We appreciate this opportunity to continue to work with you and look forward to the successful completion of this important project. If you have any questions, please call me at (909) 218-3650 or on my cell at (909) 782-0460.

Sincerely,



Ernest A. Figueroa, RLA
Project Manager

cc: File Attachments

FEE SCHEDULE

Town of Apple Valley - Recycled Water Conservation at Thunderbird, Civic Center, and Brewster Parks												
Proposed Budget for Construction Management and Inspection												
Parsons		Pre-construction			Construction			Post Construction			Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Total Cost	
EF	Ernie Figueroa	8	\$ 2,120	30	\$ 7,950	4	\$ 1,060	42	\$ 11,130		\$	11,130
AK	Azhar Khan	8	\$ 2,000	60	\$ 14,400	8	\$ 2,000	76	\$ 18,400		\$	18,400
BL	Bill Lu			10	\$ 2,000				\$ 2,000		\$	2,000
ZM	Zack Mazraani	12	\$ 2,040	580	\$ 98,600	30	\$ 5,100	622	\$ 105,740		\$	105,740
INS	Inspector - Pipeline/Tank	8	\$ 1,056	1120	\$ 147,840	10	\$ 1,320	1138	\$ 150,216		\$	150,216
INS	Inspector - Electrical		\$ -	230	\$ 30,360	4	\$ 528	234	\$ 30,888		\$	30,888
ADM	Admin. Support	4	\$ 420	62	\$ 6,510	8	\$ 840	74	\$ 7,770		\$	7,770
AM	Ablish Mohindroo		\$ -	40	\$ 6,600	8	\$ 1,320	48	\$ 7,920		\$	7,920
	Materials Testing and Special Inspection (Group Delta)											
	Soil compaction tests and special structural inspection				\$ 31,146		Sub Markup		\$ 1,557		\$	32,703
	Other Direct Costs (Parsons)											
	Subconsultant Management	8	\$ 960	24	\$ 2,880	4	\$ 480		\$ 4,320		\$	4,320
	Supplies	LS		LS	\$ 2,000	LS			\$ 2,000		\$	2,000
	Mileage/Vehicle	LS	\$ 200	LS		LS	\$ 12,180		\$ 12,380		\$	12,380
											\$	385,467

Assumptions:

1. Construction duration - 165 work days (33 weeks)
2. Part time resident engineer (20 Hrs/Wk)
3. Full time general inspector (40 Hrs/Wk for 28 weeks)
4. Part time as-needed electrical inspector
5. Materials testing subconsultant will provide compaction tests and special structural inspection