

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR
TESTING SERVICES FOR CONSTRUCTION OF CRITICAL SERVICES CENTER
PROJECT DIR # _____**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **August 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water DISTRICT (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Landmark Consultants, Inc., a California Corporation** whose address is **77948 Wildcat Drive, Palm Desert, CA 92211** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: **Testing Services for Construction of Critical Services Center Project**; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such professional services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2028**, unless extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. **Services to be Performed.** CONTRACTOR agrees to provide the services (“Services”) contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates **Greg Chandra** as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the project manager (“Project Manager”) in connection with the delivery of Services under this Agreement.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of **\$250,000.00**.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the

terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by the DISTRICT, the CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the

CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply at its sole expense with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5.11 In the performance of this contract the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Professional Liability Insurance. Choose and check one: Required ☒ /Not Required ☐; CONTRACTOR will file with DISTRICT, before beginning professional services, a certificate of insurance satisfactory to DISTRICT evidencing professional liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

b. Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY ☐ (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. CONTRACTOR will file with DISTRICT, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing.

c. If Claims Made Policies (applies only to professional liability and cyber liability policies):

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

d. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

e. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

f. Workers’ compensation (statutory limits) and employer’s liability (\$1,000,000) per accident for bodily injury or disease. CONTRACTOR 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 CONTRACTOR will comply with such provisions before commencing the performance of the professional services under this agreement. As required by the State of California, with Statutory Limits and Employer’s Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.

g. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit “B”**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

h. Required Provisions –

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if

requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage. CONTRACTOR shall provide certificates of insurance to the DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current insurance certification shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. CONTRACTOR shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work.

- Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The 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".

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of the ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7A. Indemnification Design Professionals.

7A.01 In the event that CONTRACTOR is a design professional under California Civil Code

Section 2782.8 this Section 7A shall apply instead of Section 7. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the DISTRICT, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR’S proportionate percentage of fault.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services in CONTRACTOR’S own way as an independent contractor, and in pursuit of CONTRACTOR’S independent calling, and

not as an employee of DISTRICT. However, CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the DISTRICT is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At the DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination of all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

12.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

12.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

12.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

12.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

12.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

12.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

12.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. The CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

12.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

CONTRACTOR:

LANDMARK CONSULTANTS, INC.

By: _____

Print
Name _____

Title: _____

Date: _____

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

PROPOSAL AND FEE SCHEDULE

(insert behind this page)



780 N. 4th Street
El Centro, CA 92243
(760) 370-3000
landmark@landmark-ca.com

77-948 Wildcat Drive
Palm Desert, CA 92211
(760) 360-0665
gchandra@landmark-ca.com

June 5, 2026

Mr. Daniel Virgen, Jr.
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Subject: Construction Testing Services
Critical Services Center & HWWTP Percolation Ponds
Desert Hot Springs, California
LCI Proposal No.: LP26100T

Dear Mr. Virgen:

LandMark Consultants, Inc. is pleased to provide this proposal for construction testing at the proposed Critical Services Center project located at 14512 Park Lane in the city of Desert Hot Springs, California. The construction is expected to start in July 2026, for 548 consecutive days

LandMark Consultants, Inc. is a small engineering firm in the geosciences. We have established offices/laboratories in Palm Desert and El Centro, CA. *LandMark Consultants, Inc.* is 100% MBE owned (American Indian Cherokee Nation) firm as certified by State of California, Department of Transportation (CALTRANS). Our facilities are certified by State of California DSA and accredited by American Association of State Highway and Transportation Officials (AASHTO). We have provided geotechnical consulting and materials testing and inspection services in the Coachella Valley area of Southern California, since 1987.

The following scope of work is anticipated for this project:

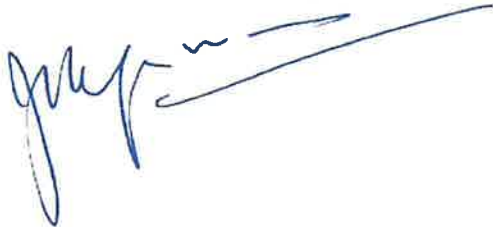
- Rough Grading Observation & Testing
- Compaction Testing of Utility Trench Backfill
- Compaction Testing of Curb/Gutter Subgrade
- Compaction Testing of Subgrade and Basegrade
- Compaction Testing Driveway Approaches & Sidewalk
- Compaction Testing during Asphalt Concrete Laydown
- Footing Inspection
- Concrete Inspection & Testing
- Masonry Inspection & Testing
- Nailing Inspection for Roof and Shear Walls
- Field Welding & HSB Inspection
- Fireproofing Inspection
- Ultrasonic Inspection (Level II)

Our services as described above will be provided for a **budget** of \$ 250,000.00. Our services will be provided on a **time and materials** basis in accordance with the rates set forth in the attached 2026/2027 Prevailing Wage fee schedule.

We have attempted to be realistic in developing our estimate for this project; please keep in mind that our services are directly dependent upon the contractor's schedule and events which occur during the duration of the project, which cannot always be predicted in advance. Any change in the contractor's schedule will impact on our budget. We will attempt to coordinate our services with the contractor's site superintendent to efficiently service the project. If construction activities result in projected additional fees beyond those described herein, we will contact you for an additional written budget increase, if necessary.

The fees presented are based on prompt payment for services presented in our standard invoicing format. We appreciate the opportunity to provide these services for the subject project. Please feel free to call me if you have any questions.

Sincerely Yours,
LandMark Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'Greg M. Chandra', with a long horizontal flourish extending to the right.

Greg M. Chandra, P.E., M.ASCE
Area Manager- Palm Desert Office



780 N. 4th Street
El Centro, CA 92243
(760) 370-3000
(760) 337-8900 fax

77-948 Wildcat Drive
Palm Desert, CA 92211
(760) 360-0665
(760) 360-0521 fax

ESTIMATE WORKSHEET

CLIENT: MSWD
PROJECT: Critical Services Center & HWWTP Percolation Ponds
LOCATION: Desert Hot Springs, California
PROPOSAL NO.: LP26100T

FIELD	Trips	Hrs.		Rate	Total
Soil Technician - Grading	35	280	@	\$ 140.00	\$ 39,200.00
Soil Technician - Backfill/SG/Base/AC	80	640	@	\$ 140.00	\$ 89,600.00
ICC Inspector - Rebar & Conc	25	200	@	\$ 145.00	\$ 29,000.00
ICC Inspector - Rebar & Masonry	10	80	@	\$ 145.00	\$ 11,600.00
ICC Inspector - Field Welding/HSB	15	120	@	\$ 145.00	\$ 17,400.00
ICC Inspector - Fire Proofing	5	40	@	\$ 145.00	\$ 5,800.00
ICC Inspector - Ultrasonic (level II)	5	40	@	\$ 225.00	\$ 9,000.00
ICC Inspector - Framing & Nailing	10	80	@	\$ 145.00	\$ 11,600.00
Project Engineer (Meeting)	5	10	@	\$ 225.00	\$ 2,250.00
Subtotal:					\$ 215,450.00

LABORATORY

Concrete Compression Test	80	@	\$ 50.00	\$ 4,000.00
Grout/Mortar Compression Test	30	@	\$ 50.00	\$ 1,500.00
AC Extraction/Gradation	2	@	\$ 325.00	\$ 650.00
Maximum Density - AC	2	@	\$ 300.00	\$ 600.00
Maximum Density/Optimum Moisture	5	@	\$ 300.00	\$ 1,500.00
Gradation	2	@	\$ 175.00	\$ 350.00
Subtotal:				\$ 8,600.00

PROJECT MANAGEMENT - REPORTS

10%	\$ 224,050.00	\$ 22,405.00
Subtotal:		\$ 22,405.00
TOTAL:		\$ 246,455.00

Landmark Consultants, Inc.
2026/2027 Standard Fee Schedule

**PROFESSIONAL RATES
(HOURLY)**

Principal Engineer	\$275.00
Geotechnical Engineer	\$275.00
Senior Engineer	\$250.00
Project Engineer	\$225.00
Staff Engineer	\$210.00
Operations Manager	\$175.00
Senior Geologist	\$250.00
Project Geologist	\$225.00
Staff Geologist	\$210.00
Legal Cases-Principal Engineer (investigation work)	\$475.00
Legal Cases-Principal Engineer (depositions and trial)	\$575.00

TECHNICAL RATES

Testing Technician-(Concrete/Masonry/Soils/Asphalt)	\$115.00
Special Inspector-(Masonry, Steel, Concrete, Welding & HSB)	\$125.00
PW Testing Technician-(Concrete/Masonry/Soils/Asphalt)	\$140.00
PW Special Inspector-(Masonry, Steel, Concrete, Welding & HSB)	\$145.00
DSA Project Technician/Inspector	\$155.00
Admin. Support Staff	\$100.00
Drafting	\$125.00
Copies of Reports (Min)	\$50.00
Trip Charges (per trip)	\$225.00

EQUIPMENT/MATERIAL CHARGES

2 & 4 WD Vehicle (per mile)	\$1.00
Tow-Behind Auger (per day)	\$150.00
Truck Mounted Drilling (Flight Auger per hr.)	\$550.00
Truck Mounted Drilling-(Prevailing Wage and Env. per hr.)	\$650.00
Per Diem Technicians/Inspectors (per day)	\$175.00
Per Diem Drillers (per day)	\$600.00
Cone Penetrometer Mob	\$3,800.00
Piezocone and Stratigraphic Plots (per ft.)	quote
Resistivity, Piezocone Testing (per ft.)	quote
Seismic Piezocone Testing (per ft.)	\$45.00
Per Diem (CPT)	\$600.00
Grouting (per ft.)	\$20.00
Dozers, Backhoe, Portable Auger, etc.	\$Cost+20%
2" diameter slotted PVC Piezometer	quote
(w/filter sock & gravel pack per ft.)	
8" diameter cast-iron Piezometer cover	\$130.00

**MATERIALS TESTING EQUIPMENT-FIELD
(DAILY RATES)**

Swiss Hammer (Concrete)	\$95.00
Masonry Mortar Penetrometer	\$95.00
Vibrating Probe (Concrete)	\$110.00
Generator	\$175.00
Coring Machine	\$175.00
2" Diamond Bit/Core	\$50.00
3" Diamond Bit/Core	\$75.00
4" Diamond Bit/Core	\$85.00
6" Diamond Bit/Core	\$105.00
8" Diamond Bit/Core	\$125.00
Rebar Locator (R-Meter)	\$100.00

COMPACTION CURVES

Relative Compaction (CAL 216)	\$325.00
Standard 4" Mold, D698 Method A	\$325.00
Standard 6" Mold, D698 Method B,C,D	\$325.00
Modified 4" Mold, D1557 Method A	\$300.00
Modified 6" Mold, D1557 Method B,C,D	\$300.00
Relative Density	\$325.00
Relative Compaction	\$325.00

SOIL & AGGREGATE STABILITY

R-Value (CAL 301)	\$375.00
CBR 100% Compaction	\$750.00
Soil Cement, CTB, Mix Design	\$6,500.00
CTB Compression Test	\$130.00
Soil-Lime Compression Test (Includes Prep)	\$900.00

BASIC SOIL & AGGREGATE PROPERTIES

Sieve Analysis, Coarse & Fine Including Wash	\$175.00
Sieve Analysis, Coarse (CAL 202)	\$160.00
Sieve Analysis, Fine Including Wash	\$160.00
#200 Wash (CAL 202)	\$135.00
Sand Equivalent-Average of 3 (CAL 217)	\$125.00
Plasticity Index (CAL 204)	\$235.00
Expansion Index (UBC 29-2)	\$185.00
Moisture Determination and Unit Weight	\$80.00
Moisture Determination Only	\$55.00
Permeability Test (Undisturbed Samples) (D5084)	\$550.00
Permeability Test (Remolded Samples) (D5084)	\$650.00
Hydrometer (Without Specific Gravity)	\$375.00
Corrosivity Series (Resistivity, Ph, Sulfates, Chlorides)	\$425.00

Construction Administration/Project Management: 10% of Field & Laboratory Subtotal

2 hrs minimum will be charged for all field work and thereafter in actual hours. An overtime premium of 1.5 times the standard rate will be charged for all personnel services periods in excess of 8 hrs per day or Saturday, and 2 times the standard rate for work in excess of 12 hrs per week day, in excess of 8 hrs on Saturday, and all day on Sunday or holidays. ICC inspection will be charged 4 hrs minimum

Landmark Consultants, Inc.
2026/2027 Standard Fee Schedule

SHEAR STRENGTH & CONSOLIDATION TEST

Unconfined Compression	\$170.00
Direct Shear (3pt. Staged Test)	\$425.00
Consolidation, Per load Increment w/ Time Rate	\$160.00
Consolidation Test w/ Time Rate	\$525.00

AGGREGATE QUALITY

Organic Impurities (CAL 213)	\$140.00
Specific Gravity and Absorption, Coarse Aggregate (CAL 206)	\$120.00
Specific Gravity and Absorption, Fine Aggregate (CAL 207/208)	\$150.00
Unit Weight (Average of 3) (CAL 212)	\$110.00
Los Angeles Rattler Test-500 Revs (CAL 211)	\$325.00
Los Angeles Rattler Test-1000 Revs (CAL 211)	\$475.00
Sulfate Soundness 5 cycle test per primary size (C88)	\$185.00
Mortar Making Properties of Sand (CAL 515)	\$600.00
Potential Reactivity Test (ASTM C289)	\$1,400.00
Cleanness Value Test (CAL 227)	\$210.00
% Crushed Particles (CAL 205)	\$160.00
Flat & Elongated Particles per screen size (D4791)	\$110.00
Clay Lumps and Friable Particles (C142)	\$200.00
Lightweight Pieces in Aggregate (C123)	\$390.00
Durability Index-Coarse or Fine (CAL 229)	\$240.00

MASONRY

Compression Test, Grout Prisms	\$50.00
Compression Test, Mortar Cube/Cylinder	\$50.00
Compression Test, Masonry Unit	\$110.00
Compression Test, Masonry Prism (Grouted)	\$160.00
Absorption and Received Moisture, Masonry Unit (Unit weight, 3 required)	\$135.00
Grout or Mortar Specimen, Handled & Cured But Not Tested	\$45.00
Bond Test (Shear) for grout/masonry interface (DSA)	\$160.00

CONCRETE

Concrete Mix Design or Review (Not Including Lab Test)	\$800.00
Laboratory Trial Batch, Incl. Compression Testing of 6 Specimens	quote
Compression Test, Concrete Cylinder (CAL 521)	\$50.00
Unit Weight of Concrete Cylinders (CAL 518)	\$70.00
Flexural Strength, Concrete Beam (CAL 523)	\$140.00
Compression Test, Gunite	\$95.00
Compression Test on Cored Specimens	\$100.00
Cylinder Molds (if not tested by Landmark)	\$25.00
Drying Shrinkage Test, Set of 3 (CAL 537)	\$600.00
Modulus of Elasticity of 6"x12" Concrete Cylinder	\$375.00
Splitting Tensile Strength	\$135.00
Chloride Ion Determination (Water Soluble)	\$425.00

ASPHALT

Agg. Corr. Factor Ignition (Lab Mix)	\$650.00
Extraction % Bitumen (Reflux Method)-Inc. Shipping	quote
%Bitumen (Ignition Oven /Gradation of Extracted Samp	\$325.00
Stabilometer Test on Premixed Sample (CAL 366)	\$525.00
Inc. Hveem Max. Density	
%Bitumen (Ignition Oven) (CAL 382)	\$200.00
Complete Design of Wearing Surface for a Given Asphalt/Aggregate, Hveem (CAL 367)	quote
Stability & Flow on Premixed Sample (Set of 3)	
Inc. Marshall Max. Density	\$525.00
Marshall Stability & Flow (Set of 4) Lab Mix	
Inc. Marshall Max. Density	\$575.00
Unit Weight of Asphalt Core (CAL 308)	\$90.00
Max Density of Mix by Marshall/Hveem Method (Without Mixing)	\$300.00
Maximum Theoretical Specific Gravity (CAL 309)	\$265.00
Maximum Theoretical Specific Gravity (ASTM D2041)	\$265.00
Index of Retained Strength	\$1,575.00
Tensile Strength Ratio (CAL 371)	\$1,900.00
Tensile Stress Ratio	\$1,000.00
Stripping (CAL 302)	\$275.00

METALS

Tensile, Up to ¾" (Not Including Machining Cost)	\$175.00
Greater than ¾"	\$225.00
Bend	\$175.00

WELDING QUALIFICATIONS - STRUCTURAL STEEL (PHYSICAL TEST METHOD - ASTM, AWS, API, AISC)

* Visual Inspection	\$130.00
* Magnetic Particle/Ultrasonic Testing	\$370.00
Operator Performance & Procedure Tests	\$130.00
Machining & Material Costs	\$110.00
Qualification Tests on Machined Coupons	\$550.00

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

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