

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

**For your protection, make sure that you read and understand all provisions before signing. The terms on Pages 2 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.**

**TO: EnviroLogic Resources, Inc.  
2201 East Willow St., Ste. D #142  
Signal Hill, CA 90755**

**DATE:** 7/19/19

**TITLE: Technical Support and Oversight of the Well 42 Design and Construction Project**

The undersigned Consultant agrees to furnish the following:

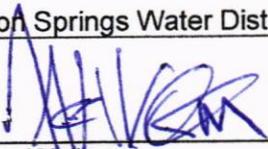
**All Work/Services per the attached Exhibit A – Scope of Work and Proposal, and per Exhibit B – Term, Early Termination & Notice**

**Contract price \$:** Not to Exceed \$199,000.00

**Term:** One (1) year from the effective Agreement DATE above

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

Accepted:  
Mission Springs Water District

By:   
Arden Wallum

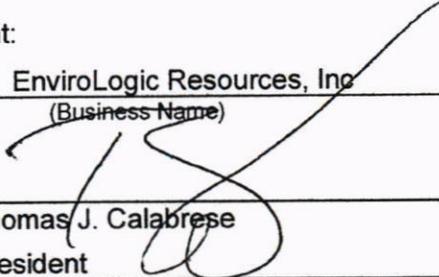
Title General Manager

Other authorized representative(s):

Danny Friend  
Director of Engineering and Operations

Luiz Santos  
Associate Engineer

Consultant:  
EnviroLogic Resources, Inc  
(Business Name)

By:   
Thomas J. Calabrese

Title President

Other authorized representative(s):

Consultant agrees with the Mission Springs Water District that:

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

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

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

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

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

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

**Required Provisions –**

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

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

Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- t. No Third Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
- u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
- v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express

provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

- bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
- cc. Each of the signatories herein, hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

April 2, 2019  
90001.001

Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240

**VIA EMAIL**

**Attention: Danny Friend**  
**Director of Engineering and Operations**

**Subject: Proposal to Provide Oversight during**  
**Well 42 Drilling and Construction**  
**Desert Hot Springs, California**

Dear Mr Friend:

Thank you for the opportunity to present Mission Springs Water District with our proposal to provide technical oversight during drilling and construction of production Well 42. Well 42 will be located on the southeast corner of the intersection between Pierson Drive and Little Morongo Road. The well is currently expected to be 1200 feet deep, depending on the geology encountered and production expected from aquifer zones penetrated.

**SCOPE OF WORK**

The following objectives are proposed to be met through the tasks included in the scope of work for drilling and construction oversight:

- Provide technical support in the final review of technical specifications for drilling and construction operations and bid documents;
- Attend a project kickoff/preconstruction meeting and site walk to confirm drilling location once a drilling contractor has been selected by MSWD;
- Provide pre-construction technical support;
- Ensure compliance to the plans and specifications set forth by MSWD;

# EXHIBIT A

Mr. Danny Friend  
April 2, 2019  
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- Collect data during the pilot hole drilling and recommend to MSWD when to terminate the drilling operations;
- Oversee aquifer zone testing operations for up to four aquifer zones; collect drawdown, recovery, and production rate data for each aquifer zone tested; and collect water quality samples from each zone to submit the samples to a certified laboratory for general mineral, physical, and radiological analyses;
- Recommend and oversee the pilot hole conversion and construction design for the production well;
- Oversee the development and production testing and analyze the results;
- Recommend optimal pumping rates and production schedules;
- Collect samples for water quality at the end of the constant rate pumping test and submit them to a certified laboratory for Full Title 22 Analysis; and
- Prepare a well completion report presenting independent logs and records of the drilling activities, lithology encountered during drilling, well construction records, development records, aquifer test analysis, and water quality data.

The following tasks are proposed to be included in the overall scope of work. Some tasks (e.g., aquifer zone testing) may be implemented depending on conditions encountered.

## **Task 1 – Support Technical Specifications Development and Bid Review**

*EnviroLogic Resources, Inc.*, will provide support to the MSWD Engineer in the development of technical specifications for drilling operations and well construction. We will also provide input to the Engineer about the relative merits of bids once they are received from potential drillers.

## **Task 2 – Project Kickoff Meeting/Preconstruction Meeting**

We will attend a site walk and preconstruction meeting to confirm drilling location and to review the proposed work schedule once the drilling contractor has been selected by MSWD. We expect this meeting to occur up to several weeks before the actual drilling is to begin.

## **Task 3 – Conductor Casing Drilling and Installation**

*EnviroLogic Resources* staff will oversee the drilling, casing installation, and pressure grouting of the 100-ft conductor casing. Our oversight would be full time during the drilling and the pressure grouting of the cement sanitary seal. This process typically requires 4-5 days to complete.

Mr. Danny Friend  
April 2, 2019  
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**Task 4 – Pilot Hole Drilling**

We will oversee drilling of the pilot hole to a target depth of approximately 1,200 ft, collecting samples of the lithology at 5 ft intervals for logging and potential sieve analyses. As the drilling progresses, we will compare the lithology and water production zones with the analyses from other MSWD wells and communicate with MSWD about conditions for borehole termination. Water quality of the drilling fluids that enter and leave the borehole will be tested for pH, specific conductance, and temperature. Once the pilot hole is complete a geophysical log will be conducted. We will also complete a temperature log once thermal equilibrium has been reached, typically about a week after completion of the pilot hole drilling.

**Task 5 – Aquifer Zone Testing**

If justified and at the discretion of the District, we will review the geophysical logs and drilling samples to recommend up to four zones to isolate for aquifer zone testing. Aquifer zone testing would be to evaluate aquifer zones at different depths in the well for production rate and water quality parameters including general mineral, physical, and if justified, radiological constituents. We would oversee the aquifer zone testing operations, collect drawdown, recovery, and production rate data for each aquifer zone tested, and collect water quality samples from each zone for submittal to a certified laboratory for analysis.

**Task 6 – Well Design**

If the data appear favorable, we will perform sieve analyses on lithologic samples and recommend a design for the filter pack, casing, and perforations for construction to a production well. The well design will be communicated to the MSWD Engineer via a drawing so that he can amend the construction specifications and obtain an updated quote for the well construction task from the driller.

**Task 7 – Production Well Drilling and Construction**

*EnviroLogic Resources* will oversee the reaming of the pilot hole and construction of the production well. We will confirm delivery of appropriate materials before they are installed and oversee installation of the filter pack, casing, and screen.

**Task 8 – Production Well Development**

We will oversee air-lifting, swabbing, and development pumping operations of the production well. Should other well development techniques appear to be necessary during this process we will recommend them to MSWD and the driller. We will analyze turbidity during development pumping. If convenient to MSWD, we will monitor water levels in

# EXHIBIT A

Mr. Danny Friend  
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nearby Wells 22 and 24 during development pumping operations to look for evidence and magnitude of potential interference. If Task 9 – Production Well Testing is implemented, we will forego monitoring during development in favor of more direct data to be developed during this task.

## **Task 9 – Production Well Testing**

*EnviroLogic Resources* will synthesize data during the drilling and development to consider potential optimal pumping rates and design the test pumping program to include step-drawdown and constant-rate test pumping. The step-drawdown test should be completed in one day while the constant-rate test should be run for about four days. We will observe aquifer performance during the pumping tests, collect water quality samples at the end of the constant-rate pumping test, and submit the samples to a certified laboratory for a full Title 22 analysis. We will also collect data during recovery after pumping stops for a period of two days. We propose to monitor water levels in nearby Wells 22, 24, 29, and 37 during production testing operations to look for evidence and magnitude of potential interference.

## **Task 10 – Well Completion Report**

We will synthesize all data collected and prepare a well completion report with results, interpretations, conclusions, and recommendations. We will include detailed appendices with data that were collected during the project. The report will include, but not be limited to the quantity of water that can be sustainably produced, water quality information, the type and setting of the pumping equipment, and a brief maintenance program.

## **SCHEDULE AND BUDGET**

We propose to complete this work for a price of \$199,000. The proposed schedule and budget on a task-by-task basis, a detailed cost estimate, and our fee schedule are presented attached to this proposal. We propose to use the same fee schedule we have used for MSWD work for previous projects. We would plan on participating in the final review of technical specifications upon execution of a contract. We would provide a draft well completion report for your review within twelve weeks after completion of the aquifer testing task. We mobilize out of Signal Hill, California, and travel time is calculated from portal to portal. We invoice monthly on a time-and-materials basis.

## **ASSUMPTIONS**

We assume the 100-ft conductor casing drilling and installation will take about 5 days, the pilot hole will take about 15 days, the pilot hole reaming and well construction will take about 21 days, and well development will take about 11 days to complete. We assume drilling will take place during normal working hours. We understand drilling will take place

## EXHIBIT A

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on a 24-hr/day basis. The aquifer testing task is considered to take 4 days for the constant rate test. In consultation with MSWD, we may consider shortening that test to two days. While we have budgeted the bulk of this work at our Project Scientist level, we will endeavour to make available a lower billing rate staff person if possible. The number of hours would likely be the same but overall expenditures can be reduced.

### **CLOSING COMMENTS**

Thank you for the opportunity to provide Mission Springs Water District with professional hydrogeological services. Please call me direct at (503) 799-8011 if you have any questions.

Sincerely,  
*EnviroLogic Resources, Inc.*

A handwritten signature in black ink, appearing to read 'TJ Calabrese', written over a faint, larger version of the same signature.

Thomas J. Calabrese, PG  
Principal Hydrogeologist

Attachments: Project Schedule and Budget  
Detailed Cost Estimate  
Fee Schedule

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**EXHIBIT A**  
**PROJECT SCHEDULE and BUDGET**  
**Mission Springs Water District**  
**Well 42 Drilling and Construction Oversight**  
**Desert Hot Springs, California**

ID	Task Description	Duration	Start	Finish	Budget	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter					
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
1	<b>MISSION SPRINGS WD/Well 42 DRILLING and CONSTRUCTION OVERSIGHT</b>	296 days	5/6/2019	6/22/2020	\$198,838																		
2																							
3	<b>AUTHORIZATION TO PROCEED</b>	1 day	5/6/2019	5/6/2019	\$0																		
4																							
5	<b>SUPPORT TECH SPECS DEVELOPMENT AND BID REVIEW</b>	60 days	5/6/2019	7/26/2019	\$3,960																		
6	Support Development of Technical Specifications	10 days	5/6/2019	5/17/2019	\$3,120																		
7	Support Bid Review Process	5 days	7/22/2019	7/26/2019	\$840																		
8																							
9	<b>PROJECT KICKOFF MEETING</b>	1 day	8/12/2019	8/12/2019	\$2,568																		
10	Kickoff Meeting	1 day	8/12/2019	8/12/2019	\$2,568																		
11																							
12	<b>CONDUCTOR CASING DRILLING AND INSTALLATION</b>	7 days	9/24/2019	10/2/2019	\$12,140																		
13	Mobilization/Demobilization	1 day	9/24/2019	9/24/2019	\$1,063																		
14	Drilling Oversight	6 days	9/25/2019	10/2/2019	\$11,077																		
15																							
16	<b>PILOT HOLE DRILLING</b>	18 days	10/3/2019	10/28/2019	\$37,587																		
17	Mobilization/Demobilization	1 day	10/3/2019	10/3/2019	\$1,303																		
18	Pilot Hole Drilling Oversight	15 days	10/4/2019	10/24/2019	\$28,514																		
19	Geophysical Logging	1 day	10/25/2019	10/25/2019	\$5,495																		
20	Temperature Logging	1 day	10/28/2019	10/28/2019	\$2,275																		
21																							
22	<b>AQUIFER ZONE TESTING</b>	11 days	11/12/2019	11/26/2019	\$22,770																		
23	Data Review and Testing Recommendations	5 days	11/12/2019	11/18/2019	\$1,200																		
24	Mobilization/Demobilization	1 day	11/19/2019	11/19/2019	\$1,303																		
25	Aquifer Zone Testing	5 days	11/20/2019	11/26/2019	\$20,267																		
26																							
27	<b>WELL DESIGN</b>	15 days	11/27/2019	12/17/2019	\$6,070																		
28	Prepare Well Design	15 days	11/27/2019	12/17/2019	\$6,070																		
29																							
30	<b>PRODUCTION WELL DRILLING AND CONSTRUCTION</b>	22 days	1/1/2020	1/30/2020	\$42,359																		
31	Mobilization/Demobilization	1 day	1/1/2020	1/1/2020	\$1,303																		
32	Pilot Hole Reaming Oversight	16 days	1/2/2020	1/23/2020	\$31,274																		
33	Well Construction Oversight	5 days	1/24/2020	1/30/2020	\$9,782																		
34																							
35	<b>WELL DEVELOPMENT</b>	12 days	2/7/2020	2/24/2020	\$19,785																		
36	Mobilization/Demobilization	1 day	2/7/2020	2/7/2020	\$1,303																		
37	Well Development Program Oversight	11 days	2/10/2020	2/24/2020	\$18,482																		
38																							
39	<b>PRODUCTION WELL TESTING</b>	225 days	5/6/2019	3/13/2020	\$27,237																		
40	Mobilization/Demobilization	1 day	5/6/2019	5/6/2019	\$1,303																		
41	Production Testing Program	9 days	3/3/2020	3/13/2020	\$25,935																		
42																							
43	<b>WELL COMPLETION REPORT</b>	61 days	3/30/2020	6/22/2020	\$9,965																		
44	Prepare Draft Report	30 days	3/30/2020	5/8/2020	\$7,520																		
45	Client Review	15 days	5/11/2020	5/29/2020	\$360																		
46	Prepare Final Report	15 days	6/1/2020	6/19/2020	\$1,920																		
47	Submit Final Report to MSWD	1 day	6/22/2020	6/22/2020	\$165																		
48																							
49	<b>PROJECT MANAGEMENT</b>	295 days	5/6/2019	6/19/2020	\$14,400																		
50	Project Coordination	295 days	5/6/2019	6/19/2020	\$8,640																		
51	Schedule/Budget Tracking	295 days	5/6/2019	6/19/2020	\$5,760																		

Project:MSWD  
Date: 4/2/2019

Task		Progress		Summary		Rolled Up Critical Task		Rolled Up Progress		External Tasks		External Milestone	
Critical Task		Milestone		Rolled Up Task		Rolled Up Milestone		Split		Project Summary		Deadline	

# EXHIBIT A

Detailed Cost Estimate  
Mission Springs Water District  
Well 42 Drilling and Construction Oversight  
Desert Hot Springs, California

ID	Task Name	Work	Cost	Duration	Start	Finish
1	<b>MISSION SPRINGS WD/Well 42 DRILLING and CONSTRUC</b>	<b>2,369 hrs</b>	<b>\$198,838</b>	<b>296 days</b>	<b>5/6/2019</b>	<b>6/22/2020</b>
2						
3	AUTHORIZATION TO PROCEED	0 hrs	\$0	1 day	5/6/2019	5/6/2019
4						
5	<b>SUPPORT TECH SPECS DEVELOPMENT AND BID RE</b>	<b>30 hrs</b>	<b>\$3,960</b>	<b>60 days</b>	<b>5/6/2019</b>	<b>7/26/2019</b>
6	Support Development of Technical Specifications	24 hrs	\$3,120	10 days	5/6/2019	5/17/2019
	<i>Principal1301</i>	8 hrs	\$1,440		5/6/2019	5/17/2019
	<i>Project Staff1201</i>	16 hrs	\$1,680		5/6/2019	5/17/2019
7	Support Bid Review Process	6 hrs	\$840	5 days	7/22/2019	7/26/2019
	<i>Principal1301</i>	2 hrs	\$360		7/22/2019	7/26/2019
	<i>Project Staff1301</i>	4 hrs	\$480		7/22/2019	7/26/2019
8						
9	<b>PROJECT KICKOFF MEETING</b>	<b>16 hrs</b>	<b>\$2,568</b>	<b>1 day</b>	<b>8/12/2019</b>	<b>8/12/2019</b>
10	Kickoff Meeting	16 hrs	\$2,568	1 day	8/12/2019	8/12/2019
	<i>Principal1301</i>	8 hrs	\$1,440		8/12/2019	8/12/2019
	<i>Project Staff1301</i>	8 hrs	\$960		8/12/2019	8/12/2019
	<i>Mileage (100)</i>	2.5	\$168		8/12/2019	8/12/2019
11						
12	<b>CONDUCTOR CASING DRILLING AND INSTALLATIOI</b>	<b>140 hrs</b>	<b>\$12,140</b>	<b>7 days</b>	<b>9/24/2019</b>	<b>10/2/2019</b>
13	Mobilization/Demobilization	14 hrs	\$1,063	1 day	9/24/2019	9/24/2019
	<i>Project Staff1301</i>	6 hrs	\$720		9/24/2019	9/24/2019
	<i>Field Truck</i>	8 hrs	\$50		9/24/2019	9/24/2019
	<i>Mileage (100)</i>	2.5	\$168		9/24/2019	9/24/2019
	<i>Per Diem</i>	1	\$125		9/24/2019	9/24/2019
14	Drilling Oversight	126 hrs	\$11,077	6 days	9/25/2019	10/2/2019
	<i>Principal1301</i>	6 hrs	\$1,080		9/25/2019	10/2/2019
	<i>Project Staff1301</i>	72 hrs	\$8,640		9/25/2019	10/2/2019
	<i>Field Truck</i>	48 hrs	\$300		9/25/2019	10/1/2019
	<i>Mileage (100)</i>	1	\$67		9/25/2019	10/1/2019
	<i>Per Diem</i>	6	\$750		9/25/2019	10/2/2019
	<i>Supplies (Other)</i>	24	\$240		9/25/2019	10/1/2019
15						
16	<b>PILOT HOLE DRILLING</b>	<b>644 hrs</b>	<b>\$37,587</b>	<b>18 days</b>	<b>10/3/2019</b>	<b>10/28/2019</b>
17	Mobilization/Demobilization	16 hrs	\$1,303	1 day	10/3/2019	10/3/2019
	<i>Project Staff1301</i>	8 hrs	\$960		10/3/2019	10/3/2019
	<i>Field Truck</i>	8 hrs	\$50		10/3/2019	10/3/2019
	<i>Mileage (100)</i>	2.5	\$168		10/3/2019	10/3/2019
	<i>Per Diem</i>	1	\$125		10/3/2019	10/3/2019
18	Pilot Hole Drilling Oversight	556 hrs	\$28,514	15 days	10/4/2019	10/24/2019
	<i>Principal1301</i>	16 hrs	\$2,880		10/4/2019	10/24/2019
	<i>Project Staff1301</i>	180 hrs	\$21,600		10/4/2019	10/24/2019
	<i>Cond/pH/Temp Meter</i>	120 hrs	\$525		10/4/2019	10/24/2019
	<i>Field Truck</i>	120 hrs	\$750		10/4/2019	10/24/2019

## EXHIBIT A

Detailed Cost Estimate  
Mission Springs Water District  
Well 42 Drilling and Construction Oversight  
Desert Hot Springs, California

ID		Task Name	Work	Cost	Duration	Start	Finish
		Water Level Indicator	120 hrs	\$450		10/4/2019	10/24/2019
		Mileage (100)	2	\$134		10/4/2019	10/24/2019
		Per Diem	15	\$1,875		10/4/2019	10/24/2019
		Supplies (Other)	30	\$300		10/4/2019	10/24/2019
19		Geophysical Logging	50 hrs	\$5,495	1 day	10/25/2019	10/25/2019
		Principal1301	2 hrs	\$360		10/25/2019	10/25/2019
		Project Staff1301	8 hrs	\$960		10/25/2019	10/25/2019
		Field Truck	8 hrs	\$50		10/25/2019	10/25/2019
		Per Diem	1	\$125		10/25/2019	10/25/2019
		Geophysical Logging Sub	32 hrs	\$4,000		10/25/2019	10/25/2019
20		Temperature Logging	22 hrs	\$2,275	1 day	10/28/2019	10/28/2019
		Principal1301	2 hrs	\$360		10/28/2019	10/28/2019
		Project Staff1301	12 hrs	\$1,440		10/28/2019	10/28/2019
		Field Truck	8 hrs	\$50		10/28/2019	10/28/2019
		Thermal Logging Unit	2	\$300		10/28/2019	10/28/2019
		Per Diem	1	\$125		10/28/2019	10/28/2019
21							
22		<b>AQUIFER ZONE TESTING</b>	<b>205 hrs</b>	<b>\$22,770</b>	<b>11 days</b>	<b>11/12/2019</b>	<b>11/26/2019</b>
23		Data Review and Testing Recommendations	8 hrs	\$1,200	5 days	11/12/2019	11/18/2019
		Principal1301	4 hrs	\$720		11/12/2019	11/18/2019
		Project Staff1301	4 hrs	\$480		11/12/2019	11/18/2019
24		Mobilization/Demobilization	16 hrs	\$1,303	1 day	11/19/2019	11/19/2019
		Project Staff1301	8 hrs	\$960		11/19/2019	11/19/2019
		Field Truck	8 hrs	\$50		11/19/2019	11/19/2019
		Mileage (100)	2.5	\$168		11/19/2019	11/19/2019
		Per Diem	1	\$125		11/19/2019	11/19/2019
25		Aquifer Zone Testing	181 hrs	\$20,267	5 days	11/20/2019	11/26/2019
		Principal1301	8 hrs	\$1,440		11/20/2019	11/26/2019
		Project Staff1301	48 hrs	\$5,760		11/20/2019	11/26/2019
		Cond/pH/Temp Meter	40 hrs	\$175		11/20/2019	11/26/2019
		Field Truck	40 hrs	\$250		11/20/2019	11/26/2019
		Water Level Indicator	40 hrs	\$150		11/20/2019	11/26/2019
		Mileage (100)	1	\$67		11/20/2019	11/26/2019
		Per Diem	5	\$625		11/20/2019	11/26/2019
		Rental Equip	5 hrs	\$5,000		11/20/2019	11/26/2019
		General Mineral	4	\$2,000		11/20/2019	11/26/2019
		Radionuclides Suite	4	\$4,800		11/20/2019	11/26/2019
26							
27		<b>WELL DESIGN</b>	<b>42 hrs</b>	<b>\$6,070</b>	<b>15 days</b>	<b>11/27/2019</b>	<b>12/17/2019</b>
28		Prepare Well Design	42 hrs	\$6,070	15 days	11/27/2019	12/17/2019
		Principal1301	8 hrs	\$1,440		11/27/2019	12/17/2019
		Project Staff1301	24 hrs	\$2,880		11/27/2019	12/17/2019
		Geotechnical Tests Sub	10 hrs	\$1,750		11/27/2019	12/17/2019

## EXHIBIT A

Detailed Cost Estimate  
Mission Springs Water District  
Well 42 Drilling and Construction Oversight  
Desert Hot Springs, California

ID	Task Name	Work	Cost	Duration	Start	Finish
29						
30	<b>PRODUCTION WELL DRILLING AND CONSTRUCTION</b>	<b>596 hrs</b>	<b>\$42,359</b>	<b>22 days</b>	<b>1/1/2020</b>	<b>1/30/2020</b>
31	Mobilization/Demobilization	16 hrs	\$1,303	1 day	1/1/2020	1/1/2020
	<i>Project Staff1301</i>	8 hrs	\$960		1/1/2020	1/1/2020
	<i>Field Truck</i>	8 hrs	\$50		1/1/2020	1/1/2020
	<i>Mileage (100)</i>	2.5	\$168		1/1/2020	1/1/2020
	<i>Per Diem</i>	1	\$125		1/1/2020	1/1/2020
32	Pilot Hole Reaming Oversight	472 hrs	\$31,274	16 days	1/2/2020	1/23/2020
	<i>Principal1301</i>	24 hrs	\$4,320		1/2/2020	1/23/2020
	<i>Project Staff1301</i>	192 hrs	\$23,040		1/2/2020	1/23/2020
	<i>Field Truck</i>	128 hrs	\$800		1/2/2020	1/23/2020
	<i>Water Level Indicator</i>	128 hrs	\$480		1/2/2020	1/23/2020
	<i>Mileage (100)</i>	2	\$134		1/2/2020	1/23/2020
	<i>Per Diem</i>	16	\$2,000		1/2/2020	1/23/2020
	<i>Supplies (Other)</i>	50	\$500		1/2/2020	1/23/2020
33	Well Construction Oversight	108 hrs	\$9,782	5 days	1/24/2020	1/30/2020
	<i>Principal1301</i>	8 hrs	\$1,440		1/24/2020	1/30/2020
	<i>Project Staff1301</i>	60 hrs	\$7,200		1/24/2020	1/30/2020
	<i>Field Truck</i>	40 hrs	\$250		1/24/2020	1/30/2020
	<i>Mileage (100)</i>	1	\$67		1/24/2020	1/30/2020
	<i>Per Diem</i>	5	\$625		1/24/2020	1/30/2020
	<i>Supplies (Other)</i>	20	\$200		1/24/2020	1/30/2020
34						
35	<b>WELL DEVELOPMENT</b>	<b>321 hrs</b>	<b>\$19,785</b>	<b>12 days</b>	<b>2/7/2020</b>	<b>2/24/2020</b>
36	Mobilization/Demobilization	16 hrs	\$1,303	1 day	2/7/2020	2/7/2020
	<i>Project Staff1301</i>	8 hrs	\$960		2/7/2020	2/7/2020
	<i>Field Truck</i>	8 hrs	\$50		2/7/2020	2/7/2020
	<i>Mileage (100)</i>	2.5	\$168		2/7/2020	2/7/2020
	<i>Per Diem</i>	1	\$125		2/7/2020	2/7/2020
37	Well Development Program Oversight	305 hrs	\$18,482	11 days	2/10/2020	2/24/2020
	<i>Principal1301</i>	8 hrs	\$1,440		2/10/2020	2/24/2020
	<i>Project Staff1301</i>	121 hrs	\$14,520		2/10/2020	2/24/2020
	<i>Field Truck</i>	88 hrs	\$550		2/10/2020	2/24/2020
	<i>Water Level Indicator</i>	88 hrs	\$330		2/10/2020	2/24/2020
	<i>Mileage (100)</i>	1	\$67		2/10/2020	2/24/2020
	<i>Per Diem</i>	11	\$1,375		2/10/2020	2/24/2020
	<i>Supplies (Other)</i>	20	\$200		2/10/2020	2/24/2020
38						
39	<b>PRODUCTION WELL TESTING</b>	<b>209 hrs</b>	<b>\$27,237</b>	<b>225 days</b>	<b>5/6/2019</b>	<b>3/13/2020</b>
40	Mobilization/Demobilization	16 hrs	\$1,303	1 day	5/6/2019	5/6/2019
	<i>Project Staff1301</i>	8 hrs	\$960		5/6/2019	5/6/2019
	<i>Field Truck</i>	8 hrs	\$50		5/6/2019	5/6/2019
	<i>Mileage (100)</i>	2.5	\$168		5/6/2019	5/6/2019

## EXHIBIT A

Detailed Cost Estimate  
Mission Springs Water District  
Well 42 Drilling and Construction Oversight  
Desert Hot Springs, California

ID		Task Name	Work	Cost	Duration	Start	Finish
		<i>Per Diem</i>	1	\$125		5/6/2019	5/6/2019
41		Production Testing Program	193 hrs	\$25,935	9 days	3/3/2020	3/13/2020
		<i>Principal1301</i>	16 hrs	\$2,880		3/3/2020	3/9/2020
		<i>Project Staff1301</i>	84 hrs	\$10,080		3/3/2020	3/13/2020
		<i>Field Truck</i>	40 hrs	\$250		3/3/2020	3/9/2020
		<i>Water Level Indicator</i>	46 hrs	\$173		3/3/2020	3/10/2020
		<i>Mileage (100)</i>	1	\$67		3/3/2020	3/9/2020
		<i>Per Diem</i>	7	\$875		3/3/2020	3/13/2020
		<i>Rental Equip</i>	7 hrs	\$7,000		3/3/2020	3/13/2020
		<i>Supplies (Other)</i>	1	\$10		3/3/2020	3/9/2020
		<i>Title 22 Drinking Water Analysis</i>	1	\$4,600		3/3/2020	3/9/2020
42							
43		<b>WELL COMPLETION REPORT</b>	<b>86 hrs</b>	<b>\$9,965</b>	<b>61 days</b>	<b>3/30/2020</b>	<b>6/22/2020</b>
44		Prepare Draft Report	68 hrs	\$7,520	30 days	3/30/2020	5/8/2020
		<i>Principal1301</i>	4 hrs	\$720		3/30/2020	5/8/2020
		<i>Project Staff1301</i>	40 hrs	\$4,800		3/30/2020	5/8/2020
		<i>Drafter1301</i>	16 hrs	\$1,440		3/30/2020	5/8/2020
		<i>Word Processor1301</i>	8 hrs	\$560		3/30/2020	5/8/2020
45		Client Review	2 hrs	\$360	15 days	5/11/2020	5/29/2020
		<i>Principal1301</i>	2 hrs	\$360		5/11/2020	5/29/2020
46		Prepare Final Report	14 hrs	\$1,920	15 days	6/1/2020	6/19/2020
		<i>Principal1301</i>	2 hrs	\$360		6/1/2020	6/19/2020
		<i>Senior Project Staff1301</i>	8 hrs	\$1,200		6/1/2020	6/19/2020
		<i>Drafter1301</i>	4 hrs	\$360		6/1/2020	6/19/2020
47		Submit Final Report to MSWD	2 hrs	\$165	1 day	6/22/2020	6/22/2020
		<i>Word Processor1301</i>	2 hrs	\$140		6/22/2020	6/22/2020
		<i>Postage</i>	25	\$25		6/22/2020	6/22/2020
48							
49		<b>PROJECT MANAGEMENT</b>	<b>80 hrs</b>	<b>\$14,400</b>	<b>295 days</b>	<b>5/6/2019</b>	<b>6/19/2020</b>
50		Project Coordination	48 hrs	\$8,640	295 days	5/6/2019	6/19/2020
		<i>Principal1301</i>	48 hrs	\$8,640		5/6/2019	6/19/2020
51		Schedule/Budget Tracking	32 hrs	\$5,760	295 days	5/6/2019	6/19/2020
		<i>Principal1301</i>	32 hrs	\$5,760		5/6/2019	6/19/2020

## FEE SCHEDULE

The following are the hourly rates for professional services, which may be revised from time to time. Each professional staff category includes scientists and engineers:

STAFF CATEGORY	HOURLY RATE
Clerical/Word Processor	\$70
Technician	80
Drafter/GIS Tech	90
Associate Project Staff	100
Project Staff	120
Senior Project Staff	150
Principal	180
Senior Consultant	250

**INVOICING & PAYMENT:** Invoices for services provided by *EnviroLogic Resources* consist of: 1) professional services fees; 2) reimbursable materials, equipment, communication, and travel expenses; 3) subcontractor costs; and 4) sales or gross receipt taxes, as applicable. Progress invoices will be issued monthly and payment is due upon receipt. Invoices for subcontractor charges are payable upon presentation. A finance charge of 1.5% per month will be assessed on past-due account balances.

**REIMBURSABLE PROJECT MATERIALS, EQUIPMENT, COMMUNICATION, AND TRAVEL EXPENSES:** All outsourced project-related expenses, materials, field supplies, and equipment charges; long-distance telephone, facsimile, photocopying, blueprints, express and regular shipping, and postage; rental vehicles, meals, travel, and lodging; premiums for insurance and bonds required by the client in addition to normal coverage; project-required permits and licenses; and similar reimbursable expenses will be invoiced at cost plus 15%. Personal vehicles will be charged at government reimbursement rates plus 15%.

**SUBCONTRACTS:** Subcontractor (drillers, analytical laboratories, surveyors, etc.) charges will be invoiced at cost plus 15%.

**LEGAL PROCEEDINGS:** A surcharge of 50% will be added to the professional services hourly rates for actual sequestered preparation time and for actual time spent in depositions, public testimony, court, and/or hearings.

**COMPANY-OWNED EQUIPMENT AND MATERIALS:** *EnviroLogic Resources*-owned equipment, vehicles, and materials will be invoiced at fixed unit rates. Black/white copies will be charged at \$0.10 each and color copies/prints at \$0.25 each. A summary of these rates will be provided upon request.

## EXHIBIT B

### **Term, Early Termination & Notice**

#### **Technical Support and Oversight of the Well 42 Design and Construction Project**

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

This professional services agreement shall be effective upon approval by the parties thereof and shall expire one (1) year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and EnviroLogic Resources, Inc. for the Technical Support and Oversight of the Well 42 Design and Construction Project

##### **B. Early Termination of Agreement**

This agreement may be terminated at any time upon two (2) week Notice from either party, and without fault or claim for damages by either party.

##### **C. Notice**

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and EnviroLogic Resources, Inc.

##### **OWNER**

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

##### **CONSULTANT**

Attn: Thomas J. Calabrese  
EnviroLogic Resources, inc.  
2201 East Willow St., Ste. D #142  
Signal Hill, CA 90755





Envirologic Resources, Inc.  
Endorsement Number: 5

## Automatic Additional Insured – Owners, Lessees or Contractors

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This endorsement, effective 5/5/2018 attaches to and forms a part of Policy Number FEI-ECC-14892-05. This endorsement changes the Policy. Please read it carefully.

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In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



### Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 5/5/2018 attaches to and forms a part of Policy Number FEI-ECC-14892-05. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

##### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Envirologic Resources, Inc.  
Endorsement Number: 16

## Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

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This endorsement, effective 5/5/2018 attaches to and forms a part of Policy Number FEI-ECC-14892-05. This endorsement changes the Policy. Please read it carefully.

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This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTORS POLLUTION LIABILITY COVERAGE

### SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Envirologic Resources, Inc.  
Endorsement Number: 6

## Automatic Waiver of Subrogation Endorsement

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This endorsement, effective 5/5/2018 attaches to and forms a part of Policy Number FEI-ECC-14892-05. This endorsement changes the Policy. Please read it carefully.

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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

### SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.