

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

**For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.**

TO: **Kyle Groundwater, Inc.** DATE: \_\_\_\_\_  
**2377 W. Foothill Blvd., Suite 7**  
**Upland, CA 91786** PROJECT DIR#: N/A

TITLE: **Well 35 Hydrogeological Support Services**

The undersigned Consultant agrees to furnish the following:

**All Work/Services per the attached Exhibit A – Scope of Work and in accordance with Exhibit B – Cost Proposal provided by Kyle Groundwater, Inc., and per Exhibit C – Term, Early Termination & Notice**

Contract price \$: Not to Exceed \$64,801.00

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

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

Accepted:	Consultant:
<u>Mission Springs Water District</u>	<u>Kyle Groundwater, Inc.</u> (Business Name)

By: _____	By: _____
<u>Arden Wallum</u>	<u>Russell Kyle</u>
Title <u>General Manager</u>	Title <u>President</u>

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

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability 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 00 01)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto)

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

General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury, and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).

1. Automobile Liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.

2. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

**Required Provisions –**

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later edition is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
  - The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
  - Workers Compensation Insurance – 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. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the named insured for the Mission Springs Water District; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer.
  - Consultant shall require and verify that all sub-contractors maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
  - Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District.
  - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
  - In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
- g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
- h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- i. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the

professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

- k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.
- n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or

any other term, covenant, or condition contained in this Agreement whether of the same or different character.

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

# EXHIBIT A



April 6, 2023

Mr. Danny Friend  
Director of Operations  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240

**Subject: Proposal for Professional Hydrogeological Support Services  
Assessment of Mission Springs Water District Well 35**

Dear Danny:

KYLE Groundwater, Inc., (KGI) is pleased to present this proposal to Mission Springs Water District (MSWD) for professional hydrogeological services related to assessment of Well 35 which was drilled and constructed in 2007 and subsequently equipped to serve as a source of construction water. It is our understanding that the 600HP motor was removed in 2008, that the pump is still installed within the well, and that the well has been idle since that time. It is our understanding that MSWD would like to assess the current condition of the well and evaluate the feasibility of bringing the well to service as a municipal water supply well. We are proposing a phased approach, whereby each phase is designed to provide early identification of critical issues that could curtail consideration of the well from further investigation. Each phase will become increasingly intrusive and complex as the viability of the well becomes more evident. The following phases of work are recommended and are presented in order of implementation.

- I. Conduct preliminary assessment of regulatory and permitting requirements.
- II. Perform field diagnostics and preliminary testing of the well.
- III. Design and implement a full-scale rehabilitation and redevelopment program.

Our detailed scope of work and cost proposal to perform Phase I through III is as follows, and in Table 1. Fees for pump contractors, downhole surveyors, and laboratory analysis is not included.

## **SCOPE OF WORK (KGI)**

### *Task A-1 – Project Management and Meetings*

KGI will provide general project management and will prepare for and attend up to six (6) meetings with MSWD. It is assumed one meeting will take the form of a field visit to the well site to assess site logistics and regulatory constraints. The purpose of the remaining meetings will be to discuss the results of each

KYLE Groundwater, Inc.  
2377 W. Foothill Blvd., Suite 7  
Upland, CA 91786  
(626) 379-7569

phase of the assessment, and discuss project progress. Meeting agendas will be prepared for all project meetings and meeting minutes will be provided, as necessary.

### **Phase I – Logistical and Regulatory Review**

#### *Task I-1 – Site Inspection and Regulatory Review*

Bringing an inactive well to service requires compliance with all current well design and construction standards. Additionally, all current regulatory requirements must be met, including, but not limited to, adherence to minimum setbacks from sanitary hazards and establishment of a 50-foot control zone surrounding the well. KGI will visit the well site to assess construction logistics, along with the feasibility of permitting the well for operation with the California State Water Resources Control Board.

The results of the Phase I regulatory and logistical review, along with recommendations for next steps, should that prove feasible and desirable, will be provided to MSWD in letter format, along with an anticipated approach for Phase II well testing.

### **Phase II – Field Diagnostics and Preliminary Testing**

#### *Task II-1 – Preliminary Downhole Video and Electromagnetic Casing Inspection Surveys*

KGI recommends performing dual-cam downhole video and electromagnetic casing inspection surveys for Well 35. The purpose of these surveys will be to assess the current physical condition of the well and determine the feasibility of bringing the well to municipal service. It is assumed that the existing pump will be removed by others to facilitate the downhole surveys. KGI will provide inspection during the surveys, and will review the survey logs upon receipt in an effort to determine the current physical condition of the well, including the degree of any corrosion, mineral encrustation, and/or bacterial activity that may be present. The degree of metal loss and structural integrity of the well casing and screen will be assessed and any areas of significant concern that may require repair will be identified.

#### *Task II-2 – Mechanical Cleaning by Brushing and Removal of Fill*

KGI recommends performing limited mechanical cleaning of the well by brushing prior to conducting well capacity testing and groundwater sampling. The brushes would consist of spirally-wound nylon, polypropylene or polyethylene bristles mounted on a 6-inch minimum diameter weighted core. It is recommended that the weighted brushes be attached to the sand line of a rig equipped with a variable-speed rotating arm capable of a minimum 6-foot continuous revolution (i.e., 12-feet of vertical movement) and 10 strokes per minute, thus providing a minimum of 120 feet of vertical movement per minute. This cleaning process shall be conducted throughout the entire wetted portion of the well in such a way as to provide powerful and effective removal of scale, as well as to exert stresses within the near-well zone. For cost estimating purposes it is assumed that cleaning of both the well casing and screen will occur and that two complete passes will be necessary over a period of one to two days. Following mechanical cleaning, accumulated sediment and debris should be removed from the bottom of the well as completely as is considered practical to the reported depth of approximately 1,040 feet bgs.

KGI personnel will provide part-time inspection during mechanical cleaning and bailing of the well to monitor the progress of the task and to verify that the proper procedures and equipment are employed.

*Task II-3 – Post-Cleaning Downhole Video Survey*

KGI will provide full-time inspection and review of a post-cleaning dual-cam downhole video survey as a means of assessing and documenting the condition of the well following mechanical cleaning.

*Task II-4 – Preliminary Redevelopment by Focused Intake Pumping and Swabbing*

In an effort to open up well screen openings and provide a more representative evaluation of well capacity, a brief program of well redevelopment is recommended. The goal of this step is to remove as much residual material from the well as is considered practical, maximizing well capacity and efficiency. This task should consist of focused intake pumping through a double-surge block at rates of up to 500 to 900 gallons per minute (gpm) while simultaneously swabbing the entire length of well screen in 10-foot increments. KGI will provide part-time inspection services during redevelopment by focused intake pumping and swabbing throughout the perforated interval. For the length of screen in this well it is anticipated that up to 28 hours of redevelopment time will be necessary to accomplish this over a period of 4 days. However, KGI will review data collected during the development process and provide real-time recommendations regarding the need for more or less development.

*Task II-5 – Well Capacity Testing*

KGI will provide full-time inspection during a step-drawdown pumping test with the focused intake tooling, the purpose of which is to assess well capacity. It is assumed that the test will be 8 hours in duration and will consist of four (4) discrete pumping rates. During testing, static and pumping water levels, totalizer flowmeter readings, and sand production will be measured at specified intervals. Toward the end of testing, KGI personnel will collect groundwater samples and submit them to a State-certified laboratory for analysis of Title 22 constituents.

*Task II-6 – Reporting and Rehabilitation Work Plan*

Data collected from the downhole surveys, well capacity testing, and groundwater sampling will be analyzed following completion. KGI will use the results of the diagnostics to make recommendations regarding well production potential, including estimated instantaneous pumping rate, short- and long-term drawdown characteristics, well efficiency, and anticipated groundwater quality.

The results of the Phase II assessment, along with recommendations for next steps will be provided to MSWD in letter format along with a detailed work plan for well rehabilitation, redevelopment, and testing, should that prove feasible and desirable.



### **Phase III – Rehabilitation, Redevelopment, and Testing**

Based on the results of the Phase I and II assessments, it may be decided to proceed with rehabilitation, redevelopment, and testing of Well 35. The exact scope of that work will not be known until preliminary well assessment tasks have been completed, and as such, the following scope of work is assumed based on those tasks typically necessary for a well of this age and materials of construction.

1. Mobilization.
2. Chemical cleaning (surfactant and dispersant).
3. Chemical cleaning (acid treatment).
4. Redevelopment by focused intake pumping.
5. Installation of a redevelopment test pump.
6. Redevelopment by pumping and surging.
7. Aquifer testing.
8. Removal of the redevelopment test pump.
9. Post-rehabilitation video survey.
10. Well disinfection.
11. Demobilization and site cleanup.

#### *Task III-1 – Construction Coordination and Support*

KGI will provide construction management support, including Contractor submittal review, response to RFIs and RFCs, change order review, project schedule review, Contractor progress payment request review for accuracy, and regular construction updates.

#### *Task III-2 – Chemical Treatment (Surfactant and Polymer Dispersant)*

KGI personnel will provide full-time inspection during pre-development pumping and application of non-ionic surfactant and dispersant polymer to verify that the type, volume, and concentrations of chemicals utilized are consistent with the work plan, that proper dispersal techniques are employed by the Contractor, and that proper chemical removal and disposal techniques are used (as necessary).

#### *Task III-3 – Chemical Treatment (Acid)*

KGI personnel will provide full-time inspection during mixing, application, neutralization, and removal of HCT Well-Klean Pre-Blend and sodium bicarbonate chemical products to verify that the type, volume, and concentrations of chemicals utilized are consistent with the work plan, that proper dispersal techniques are employed by the Contractor, and that proper chemical neutralization, removal, and disposal techniques are used (as necessary).

#### *Task III-4 – Final Redevelopment by Pumping and Surging*

The final phase of well redevelopment consists of pumping and surging with a temporary test pump and motor to be furnished by the Contractor. During the final development process, pumping will begin at low rates, with no surging, slowly building to the maximum specified pumping rate (typically 1.5x the anticipated design pumping rate). Gentle surging will then begin at lower rates, becoming increasingly

aggressive as development progresses. Tests for sand production and specific capacity will be performed throughout the process to measure the progress of development. Once specific capacity approaches a maximum, sand production approaches a minimum, and well performance criteria are met, development is considered complete and the aquifer pumping test phase can begin.

KGI will provide part-time inspection during final well development. Typically, approximately 30 hours of final well redevelopment is sufficient to properly redevelop a well of this anticipated depth. However, this can vary based on many factors, and as such, KGI will review data collected during final development and provide real-time recommendations regarding the need for additional development time.

#### *Task III-5 – Aquifer Pumping Tests*

KGI will provide full-time inspection during an 8-hour step-drawdown pumping test, the purpose of which is to allow calculation of well efficiency and determine an appropriate rate for the constant rate pumping test. During the test, static and pumping water levels, totalizer flowmeter readings, and sand production, will be measured at specified intervals.

Following the step-drawdown test, KGI will provide part-time inspection during the 24-hour constant rate drawdown test, the purpose of which is to determine a recommended instantaneous pumping rate, allow calculation of short- and long-term pumping dynamics, and establish an optimal pump intake setting. As with the step drawdown test, totalizer flowmeter readings and sand production will be measured at specified intervals. Recovering water levels will be measured for a period of 4 hours following cessation of pumping.

#### *Task III-6 – Post-Rehabilitation Downhole Video Survey*

KGI will provide full-time inspection and review of a post-testing dual-cam downhole video survey as a means of assessing and documenting the condition of the well following rehabilitation.

#### *Task III-7 – Well Disinfection*

KGI will provide full-time inspection services during final disinfection of the well structure to verify that suitable chemicals, concentrations, and methods of mixing and emplacement are employed.

#### *Task III-8 – Analyze Aquifer Pumping Test Data and Prepare Letter Summary Report*

A summary of the well rehabilitation, redevelopment, and testing process will be provided in a comprehensive letter report. Data collected from the aquifer pumping tests will be analyzed immediately following completion. KGI will use the results of the analysis to make recommendations regarding optimal operational parameters, including instantaneous pumping rate, short- and long-term drawdown characteristics, well efficiency, and recommended pump intake setting. Analysis, results, and recommendations will be presented to MSWD in letter format with appropriate charts, figures, and data.

Mr. Danny Friend  
April 6, 2023

Proposal for Professional Hydrogeological Support Services  
Assessment of Mission Springs Water District Well 35

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*Task III-9 – Drinking Water Source Assessment and Protection (DWSAP) Program Documents*

DWSAP documents will be prepared using the latest forms available from the California Division of Drinking Water. Preparation of the DWSAP documents requires identification of all Potentially Contaminating Activities (i.e., PCAs) within two-, five- and ten-year protection zones. These protection zones will be delineated using the modified calculated fixed-radius method, taking in to account local groundwater flow direction, anticipated well construction details and pumping capacity, and aquifer parameters. Protection zones will be presented in map form along with identified PCAs. Those PCAs that are identified as posing the greatest environmental risk to the proposed well (if any) will be provided in a ranked vulnerability inventory and assessed within the DWSAP documents. The DWSAP documents will be submitted to MSWD in electronic (i.e., PDF) format for forwarding to DDW. Much of the information and data needed to prepare the DWSAP documents is contained within our in-house database. Additional information, as needed, will be requested once the work has begun.

Thank you for considering our proposal and please do not hesitate to contact me at 626.379.7569 or russell.kyle@kylegroundwater.com should you have any questions or concerns. We welcome the opportunity to continue our mutually beneficial working relationship with MSWD.

Sincerely,



Russell John Kyle, PG, CHG  
President / Principal Hydrogeologist

# EXHIBIT B

## MISSION SPRINGS WATER DISTRICT Cost Proposal for Proposal for Professional Hydrogeological Support Services Assessment of Mission Springs Water District Well 35

		Principal Hydrogeologist	Project Hydrogeologist	Staff Hydrogeologist	GSI Technician	Project Coordinator	Clerical	Labor	Direct Costs	Total Cost
		Hourly Rate: \$195	\$145	\$135	\$120	\$105	\$80			
<b>A. PROJECT MANAGEMENT AND MEETINGS</b>										
A-1	Provide General Project Management and Attend up to Six (6) Project Meetings, Including Site Walk	8	8					\$ 2,720	\$ 270	\$ 2,990
<b>I. PHASE I - LOGISTICAL AND REGULATORY REVIEW</b>										
I-1	Conduct Site Logistical and Investigation and Regulatory Review, Prepare Letter Report	6	8	6	4			\$ 3,620	\$ -	\$ 3,620
<b>II. PHASE II - FIELD DIAGNOSTICS AND PRELIMINARY TESTING</b>										
II-1	Inspect Downhole Video and Electromagnetic Casing Inspection Surveys	2	3	8				\$ 1,905	\$ 96	\$ 2,001
II-2	Inspect Mechanical Cleaning by Brushing, Removal of Accumulated Sediment and Debris	2	4	8				\$ 2,050	\$ 191	\$ 2,241
II-3	Inspect and Review Post-Cleaning Downhole Video Survey	1	3	4				\$ 1,170	\$ 96	\$ 1,266
II-4	Inspect Preliminary Redevelopment by Focused Intake Pumping and Swabbing	2	12	24				\$ 5,370	\$ 382	\$ 5,752
II-5	Inspect Well Capacity Testing (8-hour step drawdown), Including Laboratory Coordination, Sampling, and Sample Delivery	2	2	16			1	\$ 2,920	\$ 96	\$ 3,016
II-6	Evaluate Survey Data, Perform Condition Assessment, Evaluate Well Performance and Groundwater Quality, and Prepare Detailed Work Plan for Recommended Next Steps	8	12	16	2			\$ 5,700	\$ -	\$ 5,700
<b>III. PHASE III - REHABILITATION, REDEVELOPMENT, AND TESTING</b>										
III-1	Contractor Coordination and Support	4		8				\$ 1,860	\$ -	\$ 1,860
III-2	Inspect Chemical Treatment with Surfactant and Polymer Dispersant	2	9	24				\$ 4,935	\$ 287	\$ 5,222
III-3	Inspect Chemical Treatment with Acid Solution	2	9	24				\$ 4,935	\$ 287	\$ 5,222
III-4	Inspect Final Redevelopment by Pumping and Surging	2	6	24				\$ 4,500	\$ 287	\$ 4,787
III-5	Inspect Aquifer Pumping Tests (8-hour step drawdown, 24-hour constant rate, 4-hour recovery)	3	8	32				\$ 6,065	\$ 287	\$ 6,352
III-6	Inspect and Review Post-Rehabilitation Downhole Video Survey	1	3	4				\$ 1,170	\$ 96	\$ 1,266
III-7	Inspect Well Disinfection	1	3	8				\$ 1,710	\$ 96	\$ 1,806
III-8	Analyze Test Data and Prepare Summary Letter Report and Recommendations	8	12	16	2			\$ 5,700	\$ -	\$ 5,700
III-9	Prepare Drinking Water Source Assessment and Protection (DWSAP) Documents	12		20	8			\$ 6,000	\$ -	\$ 6,000
<b>TOTAL HOURS AND COST:</b>		<b>66</b>	<b>102</b>	<b>242</b>	<b>16</b>		<b>1</b>	<b>\$ 62,330</b>	<b>\$ 2,471</b>	<b>\$ 64,801</b>

# EXHIBIT C

## Term, Early Termination & Notice

### Well 35 Hydrogeological Support Services

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

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon eighteen (18) months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the Mission Springs Water District and Kyle Groundwater, Inc. for Well 35 Hydrogeological Support Services in force prior to the effective date of this agreement.

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

This agreement may be terminated at any time upon a thirty (30) day written notice from either party, and without fault or claim for damages by either party.

#### **C. Notice**

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

#### **OWNER**

Attn: Eric Weck  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240

#### **CONSULTANT**

Attn: Russell Kyle  
Kyle Groundwater, Inc.  
309 E. Jefferson Avenue  
Pomona, CA 91767