

**Corporate Headquarters**  
3788 McCray Street  
Riverside, CA 92506  
951.686.1070

**Palm Desert Office**  
74967 Sheryl Avenue  
Palm Desert, CA 92260  
951.686.1070

**Murrieta Office**  
41870 Kalmia Street #160  
Murrieta, CA 92562  
T: 951.686.1070

February 1, 2023

Ronald Khoury, P.E.  
**Senior Engineer, Domestic Water Engineer**  
Coachella Valley Water District  
75525 Hovely Lane East  
Palm Desert, CA 92211

Re: Proposal for Groundwater Exploration for the Dale Kiler Water Main Replacement Project

Dear Mr. Khoury,

As requested, Webb has prepared this proposal to provide groundwater exploration services for the referenced project to determine if dewatering will be required by the selected pipeline contractor. Our proposal consists of providing the following services:

Item 1: Encroachment permit

- Webb will prepare the required application for a County of Riverside (County) Encroachment Permit for the proposed drilling. Webb will coordinate with the County to obtain the necessary encroachment permit. As determined by field conditions, the drilling will take place off any newly paved streets to reduce concerns by the County.

Item 2: Geotechnical Services

- Once an encroachment permit is obtained, Webb's subconsultant, LandMark Geo-Engineers and Geologists, will drill eleven (11) borings to a depth of 10' below ground surface at locations shown in **Attachment 1** to determine if groundwater is present. LandMark will provide the Dig Alert notification, at which time the responsible utility owners/providers will mark their utilities in the field.

The cost associated with the services outline herein are \$13,921 (**Attachment 2**). Should you have any questions regarding this request, please feel free to contact me at (951) 686-1070.

Sincerely,

**ALBERT A. WEBB ASSOCIATES**



Shane Bloomfield, PE  
Principal Engineer

cc: Bruce Davis, AAWA

Attachments



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

January 31, 2023

Mr. Shane Bloomfield, PE  
Albert A. Webb Associates  
3788 McCray Street  
Riverside, CA 92506

**Proposal to Provide Groundwater Depth Report  
Water Pipeline Replacement  
Mecca, California  
LCI Proposal No.: LP23019G**

Dear Mr. Bloomfield:

**LandMark Consultants, Inc.** is pleased to provide this proposal for geotechnical services for the proposed waterline replacement project located in downtown area of Mecca, County of Riverside (see attached plan), California.

**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 CALTRAN 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.

## **PROJECT DESCRIPTION**

The proposed development will consist of water pipeline replacement.

## **SCOPE OF SERVICES**

The scope of work will generally consist of field exploration and preparation of reports. Dig Alert will be notified to delineate locations of public utilities at the proposed points of exploration. ***The client is responsible for delineating facility underground utilities.***

We propose to perform the following scope of work:

Field Exploration

We propose to explore the subsurface conditions by drilling eleven (11) test borings to a depth of 5 feet below the groundwater depth at the site with a conventional hollow-stem auger drill rig.

Engineering Report

We will provide a PDF copy of our report that describes the work performed, the subsurface soils conditions encountered, and presents the findings of our work.

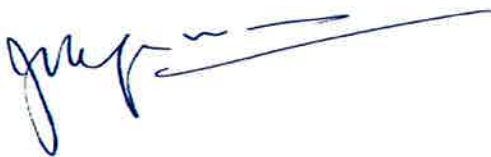
**FEE**

We have established a lump sum fee of \$ 7,700.00 to provide the services described above. ***The client is responsible for providing the County Permit if it is required.*** Our terms for Geotechnical Engineering Services are enclosed for a signature should our proposal be accepted. The fee does not include any cost for fault investigation, geotechnical report, soil percolation/infiltration testing, plan review during project design or testing during construction.

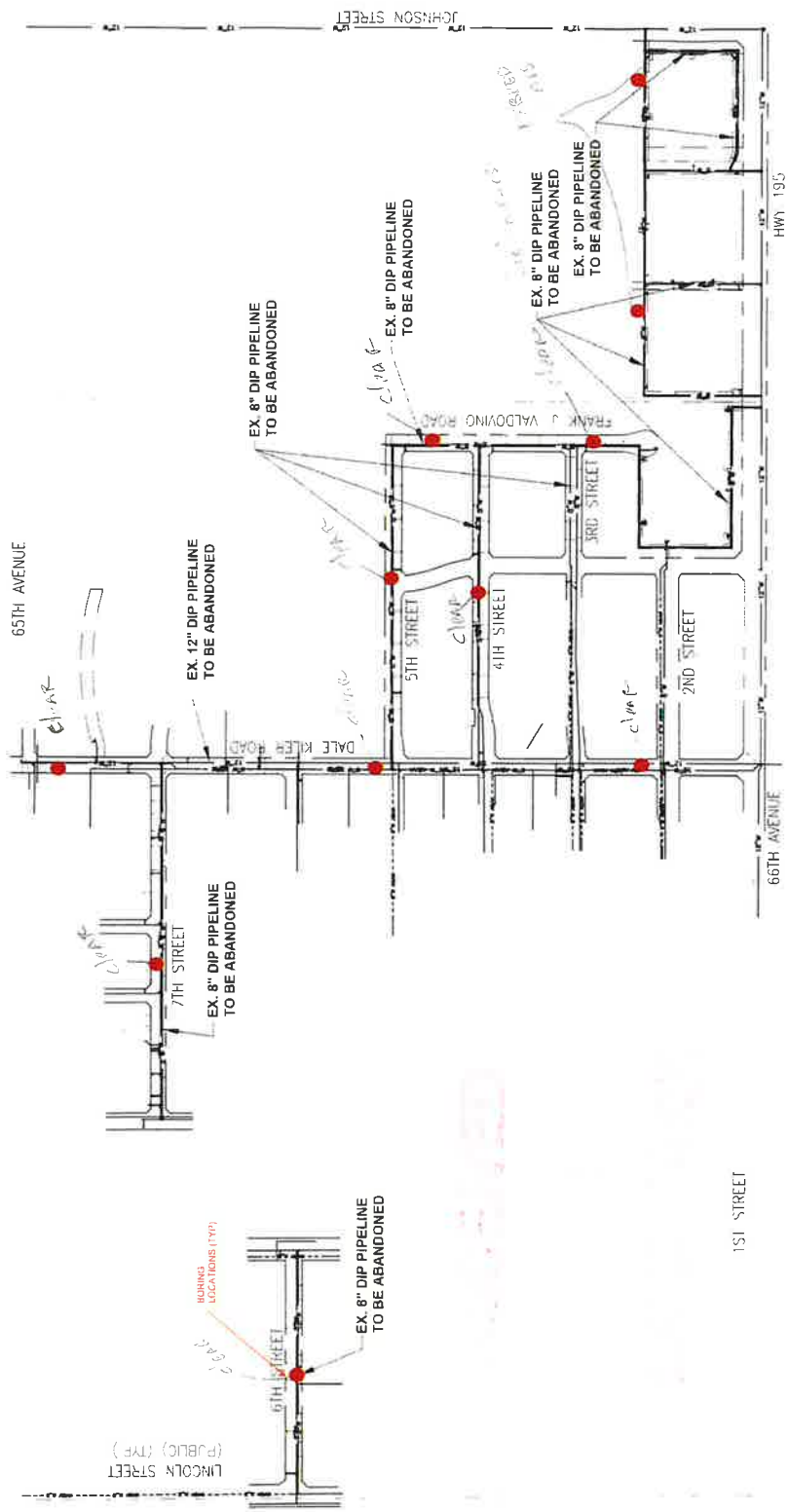
Our fieldwork can usually commence within one to three weeks after receiving authorization to proceed, depending on the weather and site conditions. ***It will be the responsibility of the client to provide access and delineate onsite private utility conflicts to the project site for the field exploration.*** The report will be submitted approximately four to five weeks after the start of the fieldwork. Please contact our office with any questions or comments regarding this proposal. We appreciate the opportunity to provide our professional services for your proposed development.

Sincerely Yours,

**LandMark Consultants, Inc.**



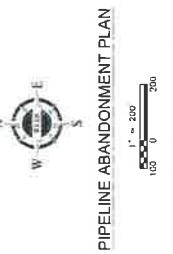
Greg M. Chandra, P.E., M.ASCE  
Area Manager- Palm Desert Office



**PIPELINE ABANDONMENT NOTES:**

1. WHEN PLACING PIPE, FIELD PERSONNEL SHALL BE AWARE OF ALL SIGNALS, RED LIGHTS, AND OTHER SAFETY PRECAUTIONS. WHEN PLACING PIPE, FIELD PERSONNEL SHALL BE AWARE OF ALL SIGNALS, RED LIGHTS, AND OTHER SAFETY PRECAUTIONS.
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**PIPELINE ABANDONMENT PLAN**



DATE: 4/11/22  
 BY: JND  
 CHECKED: JND  
 DESIGNED: JND  
 PROJECT: COACHELLA VALLEY WATER DISTRICT  
 SHEET: 18  
 OF 18 SHEETS  
 PROJECT NO: 2019-01

|                                                                                                                                                               |                                                                                                |                                                                                                                                   |                                                                                                |                                                                                                                                   |                                                                                                |                                                                                                                                   |                                                                                                |                                                                                                                                   |                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <p>COACHELLA VALLEY WATER DISTRICT<br/>         IN THE COUNTY OF IMPERIAL<br/>         ONE HUNDRED AND FORTY-SEVEN<br/>         PIPELINE ABANDONMENT PLAN</p> | <p>DATE: 4/11/22<br/>         BY: JND<br/>         CHECKED: JND<br/>         DESIGNED: JND</p> | <p>PROJECT: COACHELLA VALLEY WATER DISTRICT<br/>         SHEET: 18<br/>         OF 18 SHEETS<br/>         PROJECT NO: 2019-01</p> | <p>DATE: 4/11/22<br/>         BY: JND<br/>         CHECKED: JND<br/>         DESIGNED: JND</p> | <p>PROJECT: COACHELLA VALLEY WATER DISTRICT<br/>         SHEET: 18<br/>         OF 18 SHEETS<br/>         PROJECT NO: 2019-01</p> | <p>DATE: 4/11/22<br/>         BY: JND<br/>         CHECKED: JND<br/>         DESIGNED: JND</p> | <p>PROJECT: COACHELLA VALLEY WATER DISTRICT<br/>         SHEET: 18<br/>         OF 18 SHEETS<br/>         PROJECT NO: 2019-01</p> | <p>DATE: 4/11/22<br/>         BY: JND<br/>         CHECKED: JND<br/>         DESIGNED: JND</p> | <p>PROJECT: COACHELLA VALLEY WATER DISTRICT<br/>         SHEET: 18<br/>         OF 18 SHEETS<br/>         PROJECT NO: 2019-01</p> | <p>DATE: 4/11/22<br/>         BY: JND<br/>         CHECKED: JND<br/>         DESIGNED: JND</p> |
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**BASE OF BEARING**

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**TERMS FOR GEOTECHNICAL ENGINEERING SERVICES****1.0 Parties**

The parties to this Agreement for Services are: **LANDMARK CONSULTANTS, INC.** ("CONSULTANT") and **ALBERT A WEBB ASSOCIATES** ("CLIENT").

**2.0 Complete Agreement**

This Agreement consists of these Terms; the attached Proposal dated **January 31, 2023** and identified as **L23019G**, and any Fee Schedule, or other Exhibits or Attachments referenced by or incorporated into the Proposal. The above describe documents constitute the entire Agreement between the parties with regard to the subject matter thereof. This Agreement supersedes all previous Agreements between the parties. There are no Agreements, representations, or warranties between the parties other than those set forth in this Agreement.

**3.0 Project Site****3.1 Existing Conditions**

CLIENT will provide the CONSULTANT with all available information regarding the existing and proposed site conditions. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including boring, field tests, laboratory tests and written reports. CLIENT will provide to CONSULTANT any new information concerning site conditions as such information becomes available or upon any change in such information.

**3.2 Project Site**

CLIENT shall point out all property lines for the benefit of CONSULTANT, and will, if necessary, for CONSULTANT, provide boundary markers established by a licensed land surveyor. CLIENT shall point out, for the benefit of CONSULTANT, the location of all underground infrastructure, utilities and similar installations.

**3.3 Responsibility for Accurate Information**

The client, and not the CONSULTANT, is responsible for the accuracy of the information provided regarding existing conditions, and the project site. CONSULTANT shall not be liable to CLIENT for any claim or damage relating to the work product of CONSULTANT, where such work product is based, in whole or in part, on inaccurate information concerning existing conditions or the project site furnished by CLIENT. CLIENT will defend and indemnify CONSULTANT against all claims, demands, or liabilities arising out of or related to the provision of such inaccurate information.

**3.4 Repair of Underground Damage**

**In the case of damage relating to the work product of CONSULTANT, where such work product is based, in whole or in part, on inaccurate information concerning existing conditions or the project site furnished by CLIENT, such damage may be repaired, at the option of CONSULTANT, such repair to be paid for by CLIENT to CONSULTANT at the rate of cost plus 15%.**

**3.5 Site Access**

CLIENT shall grant to CONSULTANT free access to the site for all equipment and personnel necessary for CONSULTANT to perform the services provided herein. CLIENT shall notify all persons or entities in possession of the project site that CLIENT has granted CONSULTANT such free access to the site. CLIENT shall take all action required to secure permission (and any permits) necessary to allow CONSULTANT free access to the project site. Such action taken by the CLIENT shall be at no charge to CONSULTANT unless specifically agreed to in writing by the parties in the attached PROPOSAL.

**4.0 Compensation**

THE CLIENT shall pay CONSULTANT for services as set out in the PROPOSAL and any EXHIBITS or ATTACHMENTS thereto. Invoices for services submitted by CONSULTANT to CLIENT shall be due and payable upon presentation. An invoice shall be considered delinquent if payment has not been received within thirty (30) days from the date of invoice. CLIENT will pay an additional charge of one percent (1.0%) per month (or the maximum percentage allowed by law whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute or resolved in favor of CLIENT. Payment on a delinquent account invoice will first be applied to accrued charges and then to the unpaid principal.

CONSULTANT may stop performing services if any payment, including any payment for additional services, is not made to CONSULTANT as agreed to under this Agreement.

Additional services beyond the scope of the Proposal, which include meetings, presentations, responses to governing agency review, responses to design team member reviews, revisions to draft reports, or changes in the scope of services, will be invoiced as extra work on a time and materials basis in accordance with the Fee Schedule of CONSULTANT.

**5.0 Termination**

This Agreement may be terminated by either party either: seven (7) days after written notice, in the event of any breach of any provision of this Agreement, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CLIENT shall pay CONSULTANT for all services performed prior to the date of termination, plus reasonable termination expenses including, but not limited to, cost of completion analysis, records, and reports necessary to document job status at the time of termination.

**6.0 Relationship of Parties**

CONSULTANT shall, for all purposes, be an independent contractor as to CLIENT and under no circumstances shall the relationship of employer and employee, or that of a fiduciary, exist between the agents or employees of CONSULTANT and CLIENT.

**7.0 Successors and Assigns**

This Agreement shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

**8.0 Damage Limitation**

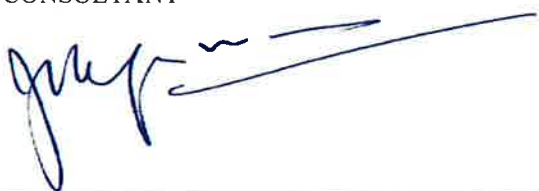
The liability of CONSULTANT to CLIENT for any claim or damage arising from any breach of contract, error or omission, or in any way arising from the provision of services by CONSULTANT under this Agreement, shall be limited to a total amount of one million dollars (\$1,000,000). Further, CONSULTANT shall not be liable to CLIENT for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings, or other incidental (as defined in Commercial Code section 2715 (1)) or consequential (as defined in Commercial Code section 2715(2)) damages.

**9.0 Legal Fees**

If either party to this Agreement shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Agreement (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

**10.0 Governing Law and Venue**

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in State court located in Imperial County, California, and Federal court located in the County of Imperial, or if there is not federal court in Imperial, in San Diego County, in the State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the above referenced state and federal courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Agreement. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Agreement.

|             |                                                                                      |
|-------------|--------------------------------------------------------------------------------------|
| CLIENT      | <b>LANDMARK CONSULTANTS, INC.</b><br>CONSULTANT                                      |
|             |  |
| By:         | By: Greg M. Chandra, PE, M.ASCE                                                      |
| Title:      | Title: Area Manager                                                                  |
| Date: _____ | Date: <u>01/31/23</u>                                                                |

| COACHELLA VALLEY WATER DISTRICT                               |                                 |                 |          |          |             |          |          |           |
|---------------------------------------------------------------|---------------------------------|-----------------|----------|----------|-------------|----------|----------|-----------|
| Groundwater Exploration for Dale Kiler Water Main Replacement |                                 |                 |          |          |             |          |          |           |
|                                                               | ALBERT A. WEBB ASSOCIATES, INC. |                 |          |          |             | LABOR    | EXPENSES | TOTAL     |
|                                                               | Principal                       | Project Manager | Engineer | Clerical | Total Hours |          |          |           |
|                                                               | \$283                           | \$260           | \$210    | \$110    |             |          |          |           |
|                                                               |                                 |                 |          |          |             |          |          |           |
| Groundwater Exploration - Dale Kiler                          | 2                               | 6               | 7        | 12       | 27          | \$4,916  | \$9,005  | \$13,921  |
| Item 1 - Encroachment Permit                                  | 1                               | 4               | 6        | 10       | 21          | \$ 3,683 | \$ 150   | \$ 3,833  |
| Item 2 - Drilling                                             | 1                               | 2               | 1        | 2        | 6           | \$ 1,233 | \$ 8,855 | \$ 10,088 |
|                                                               |                                 |                 |          |          |             |          |          |           |
| TOTAL HOURS AND COSTS                                         | 2                               | 6               | 7        | 12       | 27          | \$4,916  | \$9,005  | \$13,921  |