

Category (c): GSP Development

Conduct a well census and develop a well inventory for the Delta-Mendota Subbasin which shall consist of the following: Analyze DWR's online well completion report database and existing geophysical logs to identify wells in the Delta-Mendota Subbasin not previously identified as part of GSP Development. Determine well construction features, including well screen intervals and depth, through a review of well logs. Identify wells in each of the principal aquifers. Conduct video surveying in up to twenty (20) wells as necessary to confirm screened intervals. Summarize the results in a report that shows the locations of existing wells in the Subbasin, basic well construction information, and an analysis of identified wells to define active and inactive wells for use in other analyses. Incorporate the well inventory into the Delta-Mendota Subbasin Data Management System.

Deliverables:

- Well Census and Inventory Report

Component 11: Subsidence Characterization and Project Feasibility Determination**Category (a): Component Administration**

Complete administrative responsibilities associated with this component, such as managing consultants/contractors. Retain consultants as needed to collect information related to management of the GSP Development component and the Completion Report.

Deliverables:

- Component Completion Report

Category (b): Stakeholder Engagement/Outreach

Inform stakeholders, the general public, and other interested parties about Project progress and how the resulting analysis of inelastic land subsidence and associated identification of potential mitigation projects and/or management actions will be utilized in the context of GSP development.

Deliverables:

- Component-specific outreach materials

Category (c): GSP Development

Refine estimates of groundwater extractions in subsidence prone areas of the subbasin.

Task 1: Well Inventory Analysis

Analyze the well inventory developed in Component 10. Estimate extractions or groundwater use for each well to evaluate the spatial variation of groundwater pumping and the relationship to subsidence and other pertinent subsidence-related factors. Base estimations on cropping, surface water availability, and crop evapotranspiration. Perform pump tests in up to twenty (20) wells in the subbasin. Estimate localized sustainable yield and other pertinent subsidence related factors and variables in identified areas. Prepare a technical memorandum that describes the work completed and findings from this task.

Deliverables:

- Well Inventory Analysis Technical Memorandum

Task 2: Composite Well Investigation

Estimate pumping by principal aquifer from aquifer-specific and composite wells by considering the location and extent of the Corcoran Clay and aquifer properties from pump test data. Refine estimates of aquifer-specific pumping at key well locations. Create a tool to assist in evaluating the amount of groundwater extracted beneath the Corcoran Clay by specific composite wells.

Deliverables:

- Sub-Corcoran Clay pumping evaluation tool

Task 3: Identification and Analysis of Project and Management Actions

Identify potential Project and management actions for potential inclusion in the Subbasin's GSPs with information developed from Component 10 and this Component. Focus on geographic areas that have experienced significant levels of subsidence in the past or are projected to experience subsidence in the future. Determine the implementation feasibility of the identified projects and management actions. Prepare a technical memorandum that describes work completed and findings from this task.

Deliverables:

- Project and Management Analysis Findings Technical Memorandum



June 18, 2020

To: Klein, DeNatale, Goldner LP
4550 California Avenue, 2nd Floor
Bakersfield, California 93309

Attention: Mr. Joseph D. Hughes, Esq.
Kris Lawrence, Westside District Water Authority

Subject: Proposal for a Differential Interferometric Synthetic Aperture Radar (DInSAR)
Study of Subsidence in the Kern County Westside Water Authority Area

INTRODUCTION

At your request, we are pleased to present this proposal describing a scope of work and estimated cost to conduct a Differential Interferometric Synthetic Aperture Radar (DInSAR) study of recent (post-2006) ground subsidence in Kern County, California. The purpose of this study is to develop increased knowledge of the location and amount of subsidence that has occurred from approximately 2007 through 2018 (i.e. pre and post drought).

The area of coverage (referred to as the Study Area) will encompass the entire Kern County Subbasin (KCS). Emphasis during analysis and interpretation will be focused on previously identified Areas of Interest (AOIs). See the attached overview map. If additional Areas of Interest are identified, these can be added and information extracted from the interferometric data for analysis at a later date.

SCOPE OF WORK

Our scope of work includes the office-based tasks outlined below, but it may also be necessary to make a short (one-day) field visit to verify findings made from the interferometric data.

1. ECI will locate as many usable Advanced Land Observing Satellite (ALOS-1) Synthetic Aperture Radar (SAR) images covering the period between 2006-2011 as are available from the Alaska Satellite Facility (ASF) Data Portal. A quick search indicates that approximately 40 image pairs are available for the target areas, but it is unclear how many of them are usable.
2. ECI will locate a minimum of 31 Level-1 Sentinel-1 SAR images from the European Space Agency (ESA) archives, covering the period from 2015 to the present. We expect the number of available images to be around 125. We will use as many images as are available for the target areas. Please note that there is a gap in available data covering the period 2011-2015 as there were no SAR-collecting satellites in orbit during that time.
3. ECI will process the SAR image data from both satellite systems and generate as many differential interferograms (DInSARs) as possible from the data. We will then create two separate time series for the study area using the Short Baseline Subset (SBAS) algorithm.

4. ECI will analyze and interpret the interferometric time series. The focus of the analysis will be on the extent and magnitude of subsidence in the AOI(s) identified in the KGA GSP. The analysis will compare and contrast time series for select points in regions where potential sources for surface deformation have been previously identified.
5. ECI will (if necessary) make a field visit to look for evidence of surface ground deformation that would confirm the findings made from the analysis of the interferometric data.
6. ECI will prepare a report with accompanying illustrations describing the work completed, including cogent findings and conclusions. Figures will, to the extent possible, utilize the same GIS base, color schemes and scale as existing InSAR figures utilized in the Kern Groundwater Authority (KGA) Umbrella Groundwater Sustainability Plan (GSP).
7. ECI will meet with stakeholders to discuss the project and present our findings. We have assumed one meeting with WWA and the other stakeholders in Bakersfield.

DELIVERABLES

As deliverables we will submit a report and accompanying illustrations describing the work completed, methodology followed, findings and conclusions. Both the report and the produced interferograms and interferometric stacks will be provided on digital media.

SCHEDULE

We will start work on this project immediately upon execution of a contract and receiving written authorization to proceed. We are attaching a copy of our Master Services Agreement and Scope of Work Authorization Form for your consideration. If the terms are acceptable, please sign both documents and forward back to us. We will then sign the contract and send you a final, executed copy for your files.

We anticipate that it will take us to approximately 45 work days to complete the analysis and prepare the draft report summarizing our findings.

BUDGET

The estimated labor hours and costs involved are based on our experience with similar projects, but is not a guarantee of the final cost of the project. We estimate that the cost to complete the DInSAR study for the proposed area is Seventy-Seven Thousand Five Hundred Dollars (**\$77,500.00**).

Should you have any questions regarding the above, please do not hesitate to contact the undersigned at (714) 866-9656.

Respectfully submitted,

EARTH CONSULTANTS INTERNATIONAL, INC.

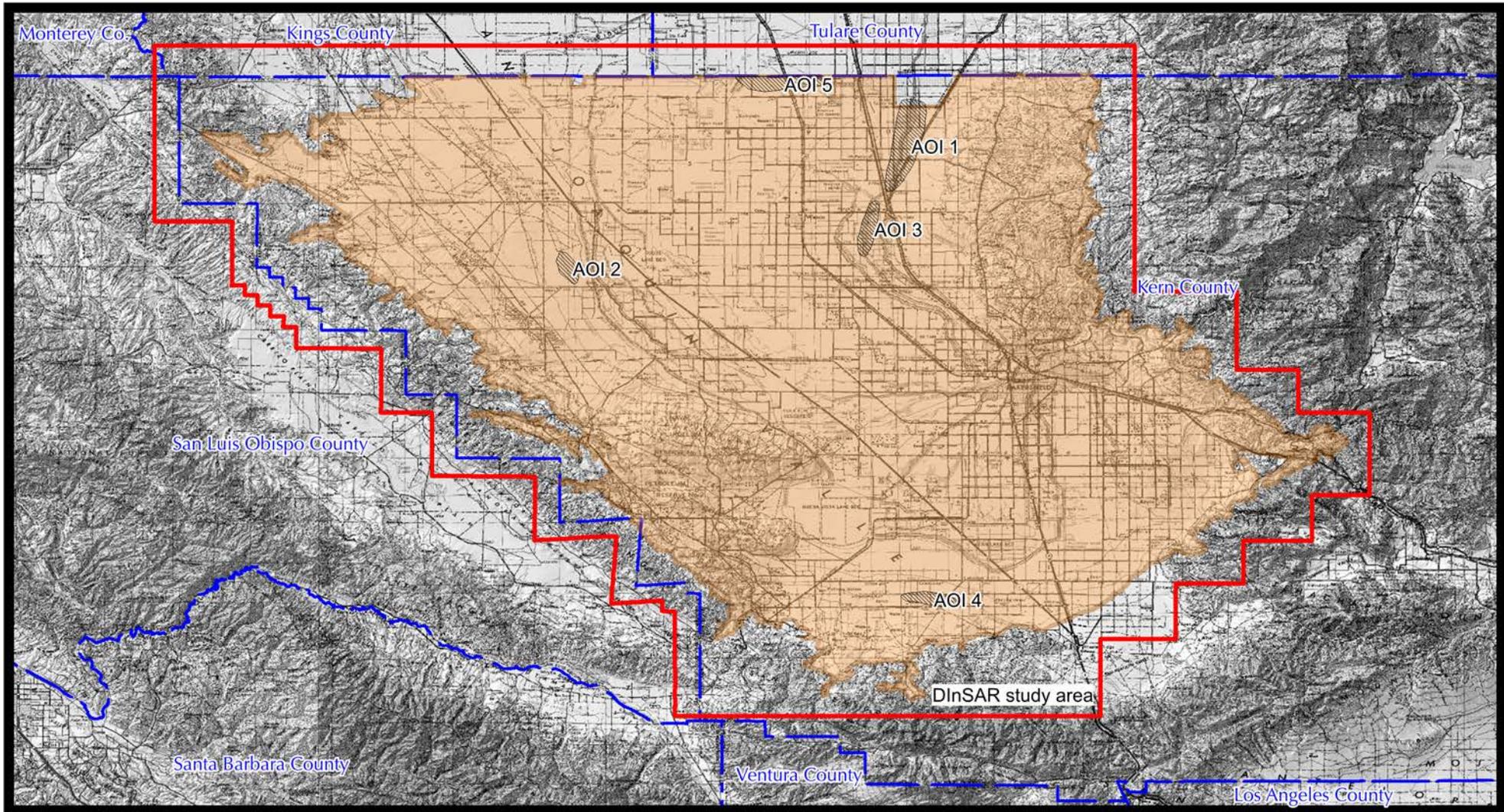
Professional Geologists and Certified Engineering Geologists



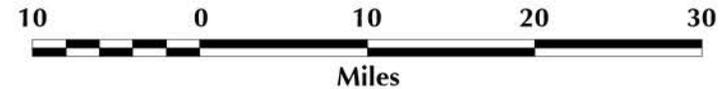
Anders Hogrelius, PG 9693
Project Consultant

DInSAR Study Area

(Refer to Proposal dated June 18, 2020 for additional information)



Sources: USGS topographic maps for the United States
CA Geographic Boundaries - California Open Data
AOI's and Kern Subbasin boundary based on data received from Tom Watson (Jun 1, 2020)



**EARTH CONSULTANTS INTERNATIONAL, INC.
MASTER SERVICES AGREEMENT No. 3814**

SECTION I: SERVICES AND COMPENSATION:

This Master Services Agreement ("Agreement") is entered into effective 2020 by and between KLEIN, DENATALE, GOLDNER LP ("CLIENT") and EARTH CONSULTANTS INTERNATIONAL, INC. ("EARTH CONSULTANTS") (the "parties"). This Agreement relates to the performance of services at the locations ("LOCATIONS") described in each Scope of Work, as set forth in A, below.

The parties agree as follows:

A. Services to be Performed by EARTH CONSULTANTS. EARTH CONSULTANTS shall perform consulting services ("Services") as needed by CLIENT in accordance with this Agreement and various Scopes of Work, each of which shall refer to this Agreement. The Scope of Work shall detail the particular Services required at a given LOCATION. Each Scope of Work shall be numbered consecutively commencing with No. 1. Upon execution by the parties, each Scope of Work, together with this Agreement, shall constitute a separate contract.

B. Invoicing and Payment. CLIENT will pay EARTH CONSULTANTS for performance of EARTH CONSULTANTS Services, in accordance with the payment terms set forth in the Scope of Work pertaining to such Services. EARTH CONSULTANTS fee schedules are revised annually. The Schedule in effect at the time the Services are performed shall apply to the Services.

EARTH CONSULTANTS shall invoice CLIENT monthly for its Services, unless another invoicing schedule is set forth in the applicable Scope of Work. In the event of a dispute over payment, Client shall pay all undisputed amounts in accordance with this Agreement. Invoices will be due upon presentation and will be past due thirty (30) days from the date of receiving the invoice. Should any invoice for payment remain outstanding for sixty (60) days or more, CLIENT agrees that EARTH CONSULTANTS may suspend Services and/or demand prepayment of fees at EARTH CONSULTANTS option. CLIENT agrees to pay a service charge of one and one-half (1-1/2) percent per month, compounded monthly from the past due the date of the invoice, on past-due

accounts, not to exceed limits set by any applicable usury laws. In the event that it becomes necessary for EARTH CONSULTANTS to commence action to force payment of invoices, EARTH CONSULTANTS shall be entitled to reasonable collection costs.

If at any time EARTH CONSULTANTS or its officers or employees should be required or requested to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the CLIENT or concerning matters in any way related to the Services under any Scope of Work, CLIENT agrees that such activities shall be deemed part of the Scope of Work.

C. Warranty. EARTH CONSULTANTS shall perform its Services in accordance with the standards of care and diligence normally practiced by members of the profession performing professional consulting services of a similar nature. If, during the one (1) year period following completion or termination of Services, whichever is earlier, under the applicable Scope of Work, it is shown that there is an error in the Services as a result of EARTH CONSULTANTS failure to perform the Services in accordance with the above standard, and CLIENT has notified EARTH CONSULTANTS in writing of the error within such one-year period, EARTH CONSULTANTS shall reperform, at no cost to CLIENT, such corrective Services within the original Scope of Work, as may be necessary to remedy such error and to conform the Services to the above stated standard.

EXCEPT AS EXPRESSLY STATED ABOVE, EARTH CONSULTANTS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING ANY OF THE MATERIALS OR SERVICES WHICH MAY BE FURNISHED PURSUANT TO THIS AGREEMENT.

EARTH CONSULTANTS shall, for the protection of CLIENT, demand available warranties, indemnities and guaranties with respect to machinery, equipment, materials and services from all vendors and subcontractors with whom EARTH CONSULTANTS contracts, and shall render all reasonable assistance to CLIENT for the purpose of enforcing the same.

D. Indemnity. EARTH CONSULTANTS shall release, indemnify and hold CLIENT harmless from and against any and all claims, demands, losses, expenses and causes of action resulting from or arising out of a failure of EARTH CONSULTANTS to (a) comply in material respects with federal, state and local laws and regulations applicable to the Services; (b) material breach by EARTH CONSULTANTS of EARTH CONSULTANTS warranties in this Agreement; (c) bodily injury or death of persons, or damage to or destruction of property to the extent that the same results from the negligence or willful misconduct of EARTH CONSULTANTS, its employees, officers or agents while engaged in the performance of the Services. The provision to indemnify shall not constitute an obligation to defend.

E. Limitations: For any errors, omissions or other acts, including any damages based in contract, tort or other causes of action, EARTH CONSULTANTS liability, including that of its employees, agents, and officers shall not exceed amounts recovered under the scope and limits of EARTH CONSULTANTS insurance, described in F below, plus EARTH CONSULTANTS warranty obligation, as stated in C, above.

CLIENT shall release, defend, indemnify and hold EARTH CONSULTANTS and its employees, officers and agents harmless from and against any and all other claims, demands, losses and causes of action. The provision to indemnify shall not constitute an obligation to defend.

F. Insurance: Commencing with performance of the Services, and for the entire term of this Agreement, EARTH CONSULTANTS shall maintain the following insurance, and shall, upon the request of CLIENT, furnish copies of insurance certificates evidencing the following coverages:

Type and Limits

Worker's Compensation: Statutory Limits

Employer's Liability: \$1,000,000 per occurrence

Commercial Liability Insurance, including Contractual Liability, Property Damage, Bodily Injury and Death and Automobile Liability, \$1,000,000 combined single limit, \$1,000,000 annual aggregate

CLIENT shall be named as an additional insured on the Commercial Liability policy, with respect to EARTH CONSULTANTS performance of this

Agreement. CLIENT shall be provided with thirty (30) days written notice before cancellation of or any material change in such insurance.

G. Changes. In the event CLIENT desires to make changes in the Services and so notifies EARTH CONSULTANTS, EARTH CONSULTANTS will perform such changes and additional work pursuant to the terms, conditions and pricing of this Agreement and the applicable Scope of Work. CLIENT acknowledges that the individual signing this Agreement on its behalf, or any authorized representative of CLIENT, may amend or change any Scope of Work.

H. Termination. Either party may, prior to completion and with or without cause, terminate the Services under any or all Scopes of Work at any time upon five (5) working days' written notice to the other. In event that CLIENT terminates this Agreement without cause, EARTH CONSULTANTS shall be paid for Services performed to the date of termination plus non-cancelable commitments entered into prior to EARTH CONSULTANTS receipt of notice of termination, and actual, reasonable, termination costs.

I. Term. The term of this Agreement is one year from its effective date; however, this Agreement shall automatically be renewed for consecutive one-year terms unless terminated by either party. Termination shall not affect the rights, obligations and remedies of the parties.

J. Dispute Resolution. Any controversy or claim arising out of, or relating to, this Agreement must be sought to be settled by consultation between CLIENT and the President of EARTH CONSULTANTS. Failing resolution by such consultation, a neutral person acceptable to both parties shall attempt settlement through mediation. If no resolution is reached by mediation, matters in controversy shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or another alternate dispute resolution organization agreed to by the parties, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

This Agreement, with its attachments, the Scopes of Work, and any attachments thereto, constitute the complete Agreement of the parties. No other representations of any kind, oral or otherwise, have been made. If CLIENT elects to utilize a purchase order or other form as a convenience, for

Agenda Item 4b - Example Regional Subsidence Study
billing purposes or in accordance with its customary practice, EARTH CONSULTANTS will refer to the same in invoices or correspondence, with the understanding that this Agreement supersedes all inconsistent terms.

The laws of the State of California shall govern this Agreement. Any arbitration or litigation arising from this Agreement shall take place in Orange County, California.

Technical Limitations

EARTH CONSULTANTS services are based solely on the investigations described in the Scope of Work, which was established after consultation between the parties. Client agrees that it is unreasonable to expect to completely evaluate subsurface conditions even after the most comprehensive exploratory program reasonably possible. Further, site conditions change frequently due to the passage of time, human activities, and climatic conditions. Uncertainties are therefore inherent in the nature of EARTH CONSULTANTS Services and impossible to avoid. CLIENT acknowledges that the identification of geotechnical conditions and the prediction of future or concealed conditions is an inexact scientific endeavor. The state of the art of geotechnical practice is such that EARTH CONSULTANTS cannot guarantee that its recommendations will prove adequate on this project and the client assumes the risk of any such failure, except as provided in this Agreement. Anything herein to the contrary notwithstanding, EARTH CONSULTANTS shall not be alleged to be negligent, nor shall EARTH CONSULTANTS be liable under this Agreement or otherwise for occurrences occasioned by performance of Services performed in accordance with standards of care and diligence utilized by those performing similar services at the time and in the general vicinity in which the Services are performed.

THIS CONTRACT CONTAINS SPECIFIC LIMITATIONS OF LIABILITY.

CLIENT has read and understands EARTH CONSULTANTS "INFORMATION FOR CLIENTS".

maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions of this Agreement.

B. Use of Reports or Services. EARTH CONSULTANTS opinions, reports or Services may not be utilized in prospectuses, proxy solicitations, loan applications, or other documents or transactions reasonably expected to influence investment decisions without EARTH CONSULTANTS prior written consent.

C. No Third Party Rights. Nothing contained in or relating to the formation of this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary. No one other than CLIENT shall be entitled to use and rely on the opinions, Services or reports produced hereunder.

D. Execution and Counterparts. This Agreement and any Scope of Work may be executed and delivered in two or more counterparts and by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and both of which taken together shall constitute but one and the same instrument.

E. Remedies. Neither party shall be held liable for indirect or consequential damages of any nature whatsoever, howsoever arising. The obligations, responsibilities, warranties and liabilities of the parties with respect to the Services shall be solely those expressly set forth in this Agreement. Remedies and limitations on liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, strict liability or another theory of law. The limitations stated in this Agreement extend collectively to the parties' partners, joint venturers, licensors, insurers, and affiliates. CLIENT and EARTH CONSULTANTS agree that any legal action with respect to the Services to be done under this agreement shall be brought solely against the parties, and not against affiliated companies, individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of this Agreement, or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of the Services.

SECTION II: GENERAL PROVISIONS

A. Severability. If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the

F. Confidentiality. EARTH CONSULTANTS agrees to hold in confidence and not to use or disclose to any third-party without the written consent of CLIENT any and all information relating directly to the Services provided, except as required by law or regulation, or as needed to carry out work under this Agreement. This obligation of confidentiality shall expire five (5) years after completion or termination of the Services under the applicable Scope of Work, and shall not apply to: (a) information in EARTH CONSULTANTS possession or known to EARTH CONSULTANTS prior to its receipt in connection with this Agreement or the Services; (b) information independently developed by EARTH CONSULTANTS at no cost to CLIENT and without the use of CLIENT'S confidential information; (c) information which is or becomes public knowledge through no fault of EARTH CONSULTANTS; (d) information which is or becomes available on an unrestricted basis from a third party which EARTH CONSULTANTS has no reason to believe has an obligation of confidentiality.

G. Ownership of Records. Subject to Paragraph F, above, all reports, borings, logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by EARTH CONSULTANTS under this Agreement shall remain the property of CLIENT. EARTH CONSULTANTS shall be entitled to maintain file copies, subject to EARTH CONSULTANTS confidentiality agreement set forth in paragraph 6 above. CLIENT recognizes that EARTH CONSULTANTS reports and opinions will be prepared specifically for and in connection with the Services performed for the particular LOCATION. CLIENT shall not, except with EARTH CONSULTANTS prior written consent, utilize the same on other projects. Inventions or software conceived or developed by employees of EARTH CONSULTANTS in the course of the Services shall belong exclusively to EARTH CONSULTANTS.

H. Force Majeure. Unless otherwise specified in this Agreement, EARTH CONSULTANTS shall be obligated to perform its Services within a reasonable period of time. Schedules are estimates only. EARTH CONSULTANTS shall not be responsible for delays in the completion of the Services if such delays are created by reason of any unforeseen cause or causes beyond EARTH CONSULTANTS reasonable control, including, but not restricted to

acts of God or the public enemy, acts or delays of governmental or regulatory bodies, acts or delays of other contractors or CLIENT, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather. In the event of delay due to any such cause, EARTH CONSULTANTS shall be paid by CLIENT only for actual out of pocket costs occasioned by such delay, including standby costs, as if the same had been included in the Scope of Work.

I. Compliance. EARTH CONSULTANTS agrees to perform its Services in accordance with all applicable laws and regulations which are in force and effect at the time of performance.

J. Information Obtained from Others. The parties agree that CLIENT and/or others will supply EARTH CONSULTANTS with certain information and/or data, and that EARTH CONSULTANTS will rely on it. EARTH CONSULTANTS shall not be responsible for verifying the accuracy of such information, unless the applicable Scope of Work provides for verification by EARTH CONSULTANTS.

K. Provision of Information. CLIENT shall immediately notify EARTH CONSULTANTS in writing of any data, information or knowledge in the possession of or known to CLIENT relating or relevant to performance of the Services, including information relating to the actual or possible presence of hazardous materials. CLIENT recognizes that new information may require revision of EARTH CONSULTANTS opinions or analyses.

L. Timely Review and Comment. CLIENT shall promptly review all documents, reports, data and recommendations submitted by EARTH CONSULTANTS and shall communicate with EARTH CONSULTANTS concerning such reviews to avoid delay in the performance of the Services.

M. Headings and Construction. Article and paragraph headings used herein are for the convenience of reference only and shall not affect the construction of any provision of this Agreement. Neither party hereto nor its respective counsel shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any party hereto.

N. Independent Contractor: EARTH CONSULTANTS shall perform its services as an independent contractor and not an employee or agent of CLIENT.

O. Notices: Any and all notices and other communications hereunder shall be in writing and be deemed received when delivered, or forty-eight (48) hours after being mailed, via certified or registered mail, return receipt requested, postage prepaid, to the respective addresses set forth in the applicable Scope of Work, or to such other addresses as either of the parties hereto may from time to time designate in writing to the other party.

SECTION III: FIELD WORK TERMS

A. Access. CLIENT warrants that it has or will obtain, timely access for EARTH CONSULTANTS to all necessary areas of the LOCATION and any other property necessary for the performance of the Services.

B. Site Characteristics and Hazards: CLIENT will provide EARTH CONSULTANTS with and EARTH CONSULTANTS can rely on all relevant information available concerning the LOCATION, including, without limitation, any past or present uses, site and facility diagrams, facts concerning previous conditions or incidents which could affect the Services or EARTH CONSULTANTS opinions; prior studies and assessments and compliance issues.

C. Repairs, Cleanup and Field Corrections. EARTH CONSULTANTS will use all reasonable care to minimize damage to the LOCATION and other properties, but has included only customary site cleanup in the Scope of Work. CLIENT is responsible for identifying and locating underground structures, and agrees to defend, indemnify and hold EARTH CONSULTANTS harmless from and against all liability, losses or costs resulting from damage to or destruction of underground structures not properly located and marked. CLIENT recognizes that performance of the Services may result in the necessity of some repairs, extra cleanup or field corrections and agrees to compensate EARTH CONSULTANTS for the same as if it were included in the Scope of Work.

D. Safety Equipment and Samples. If special safety equipment is required to protect personnel, such equipment will be purchased at the CLIENT'S expense. Upon completion of the Services, all

such equipment shall remain CLIENT'S property and shall be returned to CLIENT for proper disposal. All samples taken, including contaminated materials and decontamination fluids, shall remain the property of the CLIENT and shall be returned to the CLIENT at the conclusion of the project for proper disposal by the CLIENT.

E. Removal Materials. All materials removed from boreholes or trenches will be placed in suitable storage containers, if necessary, and left onsite. Contaminated materials will be stored separately from non-contaminated materials, if this determination can be made with appropriate field equipment. An appropriate label will be attached to each container identified as holding contaminated or possibly contaminated materials. Proper disposal of the containers and their contents is the sole responsibility of the CLIENT.

F. Ground Water. All groundwater removed from a monitoring well will be stored in containers on site. An appropriate label will be attached to each container. Following chemical analysis of a sample from the monitoring well or container, EARTH CONSULTANTS will notify the CLIENT of the results. Proper disposal of the containers and their contents is the sole responsibility of the CLIENT.

G. Standby Costs. CLIENT shall pay EARTH CONSULTANTS the standby rate set forth in the Scope of Work for field personnel and for drilling equipment in the event of stoppage of work in the field due to: (1) request by CLIENT, or (2) governmental agency order, or (3) unreported or unanticipated conditions at the site which, in the sole opinion of EARTH CONSULTANTS, constitute a hazard to personnel and/or equipment in the performance of the investigation.

H. Waste Removal and Disposal. CLIENT shall be solely responsible for the selection of disposal sites, removal, transportation, handling, management, packaging, labeling, storage, treatment, labeling, manifesting and disposal of any waste or hazardous materials, including samples produced or encountered in the performance of the Services as well as all associated documentation connected therewith. EARTH CONSULTANTS shall follow CLIENT'S instructions with respect to such waste, and shall assist CLIENT as specified in the Scope of Work.

I. Hazardous Substances or Conditions. CLIENT agrees to advise EARTH CONSULTANTS in writing if any Services are to be performed in an

Agenda Item 4b - Example Regional Subsidence Study area where hazardous or toxic substances or conditions may or are likely to be encountered if known by the CLIENT. CLIENT further agrees that, if such substances or conditions are encountered, such event shall constitute a changed condition necessitating a revision to the Scope of Work to include all necessary additional Services and to resolve all health and safety concerns posed by such substances or conditions, or termination of the services. CLIENT will indemnify and hold EARTH CONSULTANTS harmless from any cost, claim, liability or injury including delay, associated with discovery of unanticipated hazardous materials on any disclosure of any such materials required by law or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first written above.

EARTH CONSULTANTS INTERNATIONAL, INC.

By:

Date

KLEIN, DENATALE, GOLDNER LP. (CLIENT)

By: (Signature)

(Print Name)

Date



2020 Professional Fee Schedule

PROFESSIONAL STAFF FEES (per hour)

Senior Consultant.....	\$ 225 to 350
Project Consultant.....	\$ 175 to 220
Staff Consultant.....	\$ 130 to 170
Field/Office Assistant.....	\$ 100 to 125

Expert witness testimony and deposition time will be charged at \$450/hour, with a minimum charge of four hours.

REIMBURSABLE EXPENSES

Vehicle Usage.....	\$0.75/mile
Plotter-generated maps	\$25/sheet
Drone, 3-D Modeling, and GIS software usage	\$25/hour

- Heavy equipment, subcontractor fees and expenses, travel, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%.
- Field equipment (total station, GPS instruments, lap top computers, digital cameras, water level, etc.) may be expensed against the project at normal depreciation rates.
- Consumable field supplies will be invoiced as purchased.

INVOICES

- Invoices are rendered monthly, payable upon receipt.
- Larger projects may be invoiced bi-weekly.
- If payments are not received in 40 days, work on the project will be suspended.

PROPOSAL ACCEPTANCE PERIOD

Proposals are valid for 60 days unless otherwise stated.

OVERTIME

Overtime for all field personnel will be charged at 1.25 times the basic rate, only if the overtime is required by the client. Overtime is defined as the excess of 8 hours per day or 40 hours per week.

DISCLOSURE

Client agrees to provide all information in Client’s possession pertinent to actual or possible presence of hazardous chemicals on site, and agrees to reimburse ECI for all costs associated with the unanticipated discovery of such substances. Client also agrees to disclose all potential security concerns associated with the work place. If security protection of either personnel or equipment is required, it shall be obtained and either reimbursed, or paid for directly, by Client. At no time shall ECI field personnel be required to enter into a situation that they consider dangerous.

**This fee schedule is effective January 1 through December 31, 2020
and is subject to modification after that period.**



SCOPE OF WORK AUTHORIZATION

This Scope of Work, effective _____, 2020, is, upon execution of the Parties, incorporated as Scope of Work Number 1 by and between Earth Consultants International, Inc. ("EARTH CONSULTANTS") and "KLEIN, DENATALE, GOLDNER LP" (CLIENT).

Location: Kern County Westside District Water Authority Area, Kern County, California

Description of Services: "Differential Interferometric Synthetic Aperture Radar (DInSAR) Study of Subsidence in the Kern County Westside District Water Authority Area" in accordance with our proposal dated June 18, 2020

To EARTH CONSULTANTS:	To CLIENT:
Earth Consultants International, Inc. 1642 E. Fourth Street Santa Ana, California 92701	Klein, DeNatale, Goldner LP 4550 California Ave., 2 nd Floor Bakersfield, CA 93309
Telephone: (714) 866-9656 ahogrelius@earthconsultants.com	Telephone: (661) 485-2100 jhughes@kleinlaw.com
Prime Contact for this Scope of Work: Anders Hogrelius	Prime Contact for this Scope of Work: Mr. Joseph D. Hughes, Esq.

The Services for this study shall be undertaken on a time-and-materials basis for an estimated total budget of Seventy-Seven Thousand Five Hundred Dollars (\$77,500.00), in accordance with the terms outlined in our proposal dated June 18, 2020. EARTH CONSULTANTS will not exceed, nor will EARTH CONSULTANTS be required to exceed, the above sum without the written consent of CLIENT. CLIENT will pay EARTH CONSULTANTS for the Services in accordance with EARTH CONSULTANTS' Professional Fee Schedule in effect at the time the Services are rendered plus other direct costs at an actual cost plus an administration charge of 20%. See the Professional Fee Schedule attached hereto for EARTH CONSULTANTS' rates in effect as of the date of execution of this Scope of Work.

Authorized by:

Signature

Date

INFORMATION FOR CLIENTS REGARDING EARTH CONSULTANTS INTERNATIONAL'S SERVICES

We provide technical consulting services in the fields of geotechnical and environmental engineering. As consultants, we provide professional opinions based on limited observations and often-changing conditions. Due to the nature of our work, there are unavoidable risks. We call your attention specifically to the following points:

- Our professional opinions will be based in part upon data obtained from a limited number of soil and/or other samples, tests analyses, histories of occurrences, spaced subsurface explorations and limited numbers of historical events and observations. Such information is necessarily limited and incomplete.

The accuracy, value and analytical significance of borings and other field and laboratory procedures and data relate only to their specific time and location. The nature of many sites is such that differing characteristics can be experienced within small distances and under various climatic conditions. Greater accuracy is obtained when the number and frequency of procedures and analyses are increased, but we recognize the necessity of budgetary constraints, and have agreed with you on the Scope of Work taking into account such constraints.

If conditions change, unexpected events occur, or variations or latent conditions are later discovered, they may have an impact on the way systems perform, and/or it will be necessary to reevaluate conclusions and recommendations. Such impacts may also necessitate a change in the applicable Scope(s) of Work.

- The Services involve tests, calculations, analyses and procedures which are in a constant of development and refinement. Evaluative techniques are evolving.

Modifications of procedures have been made in the past, and are now being made, and are expected to continue to be made in the future. Standards existing at present may be revised as knowledge increases and the state of the practice in our profession continues to improve.

Because of the inherent risks and uncertainties in our Services, our contract contains specific limitations of liability. EARTH CONSULTANTS cannot guarantee that geotechnical services or opinions will prove adequate and the client assumes the risk of failure of such services.

At times, clients elect to utilize new, state of the art, or innovative techniques, system, or approaches for cost, schedule or other reasons. Sometimes governmental or regulatory agencies will allow the use of a new technique, process, or system before it has been thoroughly tested. If you elect to use unproven or new techniques, they may fail, despite the exercise of due care on our part, and despite agency approvals.

- Our work products shall be based solely upon the Services described in the Scope of Work, and not on tasks, procedures or tests beyond the scope of described Services on the time and budgetary constraints reflected in the Scope of Work.

We appreciate your business and look forward to working with you.

