

Notice and Agenda of a Meeting of the Beaumont Basin Watermaster

Wednesday, May 16, 2012 at 10:00 a.m.

Meeting Location:

Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, California 92223
(951) 845-9581

Watermaster Members:

City of Banning
City of Beaumont
Beaumont Cherry Valley Water District
South Mesa Water Company
Yucaipa Valley Water District

I. Call to Order**II. Roll Call**

City of Banning: Duane Burk (Alternate: Arturo Vela)

City of Beaumont: Dave Dillon (Alternate: Kyle Warsinski)

Beaumont Cherry Valley Water District: Eric Fraser (Alternate: Tony Lara)

South Mesa Water Company: George Jorritsma (Alternate: Dave Armstrong)

Yucaipa Valley Water District: Joseph Zoba (Alternate: Jack Nelson)

III. Pledge of Allegiance

IV. Public Comments At this time, members of the public may address the Beaumont Basin Watermaster on matters within its jurisdiction; however, no action or discussion may take place on any item not on the agenda. To provide comments on specific agenda items, please complete a Request to Speak form and provide that form to the Secretary prior to the commencement of the meeting.

V. Discussion Items

- A. Approval of an Agreement for Services by an Independent Contractor and Task Order No. 1 for Professional Engineering Services

Recommendation: That the Watermaster Committee approves the Independent Contractor Agreement and Task Order No. 1 to Alda Inc., for a sum not to exceed \$68,860.

- B. Discussion Regarding the Execution of a Contract for Legal Services

Recommendation: Pending

VI. Watermaster Committee Member Comments**VII. Adjournment**

DISCUSSION ITEMS

BEAUMONT BASIN WATERMASTER

MEMORANDUM NO. 12-06

Date: May 16 2012

From: Joseph Zoba, Treasurer

Subject: Approval of an Agreement for Services by an Independent Contractor and Task Order No. 1 for Professional Engineering Services

Recommendation: That the Watermaster Committee approves the Independent Contractor Agreement and Task Order No. 1 to Alda Inc., for a sum not to exceed \$68,860.

The Beaumont Basin Watermaster released a Request for Proposals in March 2012 for professional engineering services. In response, the Watermaster received proposals from the following law firms:

- Alda, Inc.
- Geoscience Support Services, Inc.
- Hazen and Sawyer, P.C.

Interviews were conducted with each of the engineering consultants on Wednesday, April 25, 2012, and a recommendation was approved by the Watermaster Committee on May 2, 2012.

Based on the recommendation, a standard independent contractor agreement and Task Order No. 1 were prepared. Copies of the documents have been forwarded to Alda, Inc., and an executed agreement and task order will be returned prior to the meeting on May 16, 2012.

AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT is made and effective as of the 16th day of April, 2012, by and between the BEAUMONT BASIN WATERMASTER ("OWNER") whose address is 560 Magnolia Avenue, Beaumont, California 92223 and ALDA INC. ("CONSULTANT") whose address is 5928 Vineyard Avenue, Alta Loma, California 91701; telephone: (909-587-9916; fax: (909-498-0423 ; Federal Tax Identification. No. _____.

RECITALS

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

A. OWNER desires to engage the services of CONSULTANT to perform such professional services, as may be assigned from time to time, by OWNER in writing for the purpose of monitoring, recording, and documenting compliance with the Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin, dated February 4, 2004.

B. The services to be performed by CONSULTANT shall be specifically described in one or more written Task Orders issued by OWNER to CONSULTANT pursuant to this Agreement.

C. CONSULTANT agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and has represented and warrants to OWNER that CONSULTANT possesses the necessary skills, qualifications, personnel and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until June 30, 2016, unless extended or sooner terminated as provided for herein.

2. Services to be Performed by CONSULTANT. CONSULTANT agrees to provide such services as may be assigned, from time to time, in writing by the Watermaster Committee. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by CONSULTANT, the amount of compensation to be paid, and the expected time of completion.

3. Subconsultants. CONSULTANT may, at CONSULTANT's sole cost and expense, employ such competent and qualified independent subconsultants as CONSULTANT deems necessary to perform each such assignment; provided, however, that CONSULTANT shall not subcontract any of the work to be performed without the prior written consent of OWNER. The cost of such independent subconsultants shall be included in the not-to-exceed

amount of the applicable Task Order, and shall not constitute an additional cost above and beyond the not-to-exceed amount. CONSULTANT shall not charge any mark-up for such costs.

4. Compensation.

4.01 In consideration for the services to be performed by CONSULTANT, OWNER agrees to pay CONSULTANT as provided for in each Task Order.

4.02 Each Task Order shall specify a total not-to-exceed amount and shall be based upon CONSULTANT's schedule of regular hourly rates customarily charged by CONSULTANT to its public agency clients.

4.03 OWNER will not reimburse CONSULTANT for any expenses incurred by CONSULTANT in the performance of services for OWNER.

4.04 CONSULTANT shall not be compensated for any services rendered in excess of those authorized in any Task Order unless approved in advance by the OWNER, in writing.

4.05 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, CONSULTANT agrees that payment of compensation earned will be made in monthly installments within 30 business days after receipt of a written invoice describing in reasonable detail the services performed, the time spent performing such services, the hourly rate charged therefor, the identity of individuals performing such services for the benefit of OWNER, and materials consumed or used. CONSULTANT's invoice shall include all work performed and labor charges incurred as of the date(s) identified in the invoice. OWNER may withhold payment(s) associated with any Deliverables until such time as such Deliverables have been received by the OWNER. OWNER may also withhold payment for any invoice disputed by OWNER unless and until such dispute has been resolved, and OWNER will endeavor to notify CONSULTANT of any such dispute(s) within a reasonable time.

5. Obligations of CONSULTANT.

5.01 CONSULTANT agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order. CONSULTANT hereby specifically represents and warrants to OWNER that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services.

5.02 Except as otherwise provided for in each Task Order, CONSULTANT will supply all personnel, materials and equipment required to perform the assigned services.

5.03 CONSULTANT shall keep OWNER informed as to the progress of the work assigned hereunder, by means of regular and frequent consultations. From time-to-time, when requested by the OWNER, CONSULTANT shall prepare written status reports.

5.04 CONSULTANT hereby agrees to be solely responsible for the health and safety of its employees, subconsultants and agents in performing the services assigned by OWNER. CONSULTANT also hereby covenants and agrees to:

a. Provide Comprehensive General Liability insurance policy on Insurance Service Office ISO-CG 2010 or equivalent in an amount of not less than \$1,000,000 per occurrence. Such insurance may be provided by a combination of primary and excess liability insurance policies;

b. Provide Automobile Liability Insurance coverage for any automobile owned, rented, leased or borrowed. This insurance shall have a standard cross liability clause and endorsement in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage naming OWNER as an additional insured. Such insurance may be provided by a combination of primary and excess liability insurance policies;

c. Provide Worker's Compensation Insurance for CONSULTANT's employees and agents as required by the Labor Code of the State of California and Employers Liability Insurance in the amount of, at least, \$1,000,000 per accident, for bodily injury and disease;

d. Obtain a policy of errors and omissions insurance in a minimum amount of \$1,000,000 per occurrence to cover any errors or omissions committed by CONSULTANT, its employees, subconsultants and agents in the performance of any services for OWNER. Such insurance may be provided by a combination of primary and excess policies;

e. Comply with all applicable local, state and federal laws, rules and regulations regarding, by way of example and not by limitation, nondiscrimination and payment of wages;

5.05 CONSULTANT waives all rights of subrogation against OWNER. Evidence of all insurance coverage shall be provided to OWNER prior to issuance of the first Task Order. Such policies shall be issued by a highly rated insurer (Best's Ins. rating of "A:VII" or better) licensed and admitted to do business in California, and shall provide that they shall not be cancelled or amended without 30 days' prior written notice to OWNER. Self-insurance does not comply with these insurance specifications. CONSULTANT acknowledges and agrees that all such insurance is in addition to CONSULTANT's obligation to fully indemnify and hold OWNER completely free and harmless from and against any and all claims arising out of any, loss, injury or damage to property or persons caused by the negligence, recklessness or willful misconduct of CONSULTANT in performing services under this Agreement.

5.06 CONSULTANT and OWNER agree that OWNER, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Agreement. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to OWNER. CONSULTANT acknowledges that OWNER would not enter into this

Agreement in the absence of the commitment of CONSULTANT to indemnify and protect OWNER as set forth here.

5.06.1 To the full extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless OWNER, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including actual attorneys' fees incurred by owner, court costs, interest, defense costs, expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable to the CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Agreement. All obligations under this provision are to be paid by CONSULTANT as they are incurred by OWNER.

5.06.2 Without affecting the rights of OWNER under any provision of this Agreement or this Section, CONSULTANT shall not be required to indemnify and hold harmless OWNER as set forth above for liability attributable to the negligence of OWNER.

5.07 In the event that OWNER requests that specific employees or agents of CONSULTANT supervise or otherwise perform the services specified in each Task Order, CONSULTANT shall ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the services.

5.08 The preparation of documents, tables, files, presentations, reports or any other work product ("Deliverables") shall be delivered to OWNER in complete, final and native form such that they can be used by OWNER without further preparation, modification, expansion or enhancement using commercially available software programs, and current release versions without third party proprietary alteration or CONSULTANT's modifications, acceptable to the OWNER. Acceptable programs include AutoCad, Excel, Word, PowerPoint and Access. CONSULTANT shall be responsible for any and all additional costs and expenses that the OWNER may incur in the event that such further preparation, modification, expansion or enhancement of such Deliverables is reasonably deemed necessary by the OWNER. Further, as provided in Section 4.05, OWNER may withhold payment(s) associated with any Deliverables until such time as such Deliverables have been received by the OWNER.

5.09 CONSULTANT shall be solely responsible for obtaining all permits, licenses and approvals necessary or applicable to the performance of services under this Agreement, unless otherwise expressly provided for in any Task Order issued pursuant to this Agreement. In the event OWNER is required to obtain an approval or permit from another governmental entity, CONSULTANT shall provide all necessary supporting documents to be filed with such entity.

6. Obligations of Owner.

6.01 OWNER shall do the following in a manner so as not to unreasonably hinder the performance of services by CONSULTANT:

- a. Provide information, requirements and criteria regarding OWNER's project;
- b. Furnish all existing studies, reports and other available data and items pertinent to each Task Order that are in OWNER's possession;
- c. Designate a person to act as a liaison between CONSULTANT and the OWNER for each Task Order.

7. Additional Services, Changes and Deletions.

7.01 During the term of this Agreement, the OWNER may, from time to time, and without affecting the validity of this Agreement or any Task Order issued hereunder, order changes, deletions and additional services by the issuance of written change orders authorized and approved by the OWNER.

7.02 In the event CONSULTANT performs additional or different services than those described in any Task Order or authorized change order without the prior written approval of the OWNER, CONSULTANT shall not be compensated for such services.

7.03 CONSULTANT shall promptly advise OWNER as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events, which may affect the scope, and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the OWNER.

7.04 In the event that OWNER orders services deleted or reduced, compensation shall likewise be deleted or reduced by a fair and reasonable amount and CONSULTANT shall only be compensated for services actually performed.

8. Termination of Agreement.

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order, and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, OWNER, at its sole option, may terminate this Agreement at any time by giving 30 days' written notice to CONSULTANT, whether or not a Task Order has been issued to CONSULTANT.

8.03 In the event of termination, the payment of monies due CONSULTANT for work performed prior to the effective date of such termination will be paid within approximately 30 business days after receipt of an invoice as provided in this Agreement. Upon payment for such services, CONSULTANT agrees to promptly provide and deliver to OWNER all original documents, reports, studies, plans, specifications, including any Deliverables, which are in the possession or control of CONSULTANT and pertain to the services performed by CONSULTANT for OWNER.

9. Status of CONSULTANT. CONSULTANT shall perform the services assigned by OWNER in CONSULTANT's own way as an independent contractor, and in pursuit of CONSULTANT's independent calling, and not as an employee or agent of OWNER. CONSULTANT shall be under the control of OWNER only as to the result to be accomplished and the personnel assigned to perform services. However, CONSULTANT shall regularly confer with OWNER's General Manager and Board of Directors as provided for in this Agreement.

10. Audit; Ownership of Documents.

10.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, including electronic and computer data and disks in native format, and all other documents of any kind or nature prepared, developed or obtained by CONSULTANT in connection with the performance of services assigned to it by OWNER shall become the sole property of OWNER, and CONSULTANT shall promptly deliver all such materials to OWNER. At the OWNER's sole discretion, CONSULTANT may be permitted to retain original documents, and furnish reproductions.

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

11. Miscellaneous Provisions.

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for OWNER and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. CONSULTANT represents and warrants that the individual signing this Agreement on behalf of CONSULTANT has the full authority to bind CONSULTANT to this Agreement.

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

11.03 CONSULTANT shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the services authorized hereunder.

11.04 If required by law, CONSULTANT shall file Conflict of Interest Statements with OWNER.

11.05 Any dispute which may arise by and between the OWNER and the CONSULTANT, including the CONSULTANT's subconsultants, laborers, and suppliers, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc., or such other arbitration service that the parties agree to in writing. The arbitrators must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary in writing, prior to the appointment of the arbitrator all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or such other mediation service that the parties agree to in writing.

11.06 In performance of the services under this Agreement, it is understood that CONSULTANT may be supplied with certain information and/or data by OWNER and/or others, and that CONSULTANT will rely on such information. It is agreed that the accuracy of such information is not within the CONSULTANT's control, but CONSULTANT shall use all reasonable efforts to verify the accuracy of such information, and shall notify OWNER of any concerns or discrepancies that CONSULTANT discovers immediately upon such discovery. Failure to notify OWNER immediately of any such concerns or discrepancies upon discovery of same shall be deemed an acknowledgment by the CONSULTANT that such information is accurate and reliable.

11.08 Each party to this Agreement warrants that the individuals who have signed this Agreement have the legal power, right and authority to execute this Agreement and bind each respective party, and that each party has obtained all appropriate approvals from their respective governing boards and/or officers.

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

OWNER:

CONSULTANT:

BEAUMONT BASIN WATERMASTER

ALDA, INC.

By _____
Duane Burk, Chairmant

By _____
F. Anibal Blandon, P.E., Principal

Beaumont Basin Watermaster

INDEPENDENT CONTRACTOR'S TASK ORDER ISSUED TO ALDA, INC.

TASK ORDER NO. 1

Project Title: Professional Engineering Services

Task Order Authorization Date: May 16, 2012

Contractor Name: Alda, Inc.
Contact: Mr. F. Anibal Blandon
Address: 5928 Vineyard Avenue
 Alta Loma, California 91701
Telephone: (909) 587-99160
Fed. Tax ID #: _____

SUMMARY OF TASK ORDER:

| Description | Amount | Reference |
|--------------------------|----------|----------------------------------|
| Original Contract Amount | \$68,860 | Watermaster Memorandum No. 12-06 |

This TASK ORDER No. 1 is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and ALDA, INC. (CONTRACTOR") dated May 16, 2012 (the "AGREEMENT").

The OWNER and CONTRACTOR have entered into this TASK ORDER as specifically set forth herein below, and except as specifically provided herein, the AGREEMENT shall remain in full force and effect as originally stated.

1. Tasks to be Performed & Compensation. CONTRACTOR shall provide all labor, materials and equipment to perform the following tasks as fully described in the Request for Proposals to Provide Professional Services for the Beaumont Basin Watermaster distributed in March 2012 and the proposal to Provide Professional Engineering Services by the CONTRACTOR dated April 16, 2012 (attached).

2. Term. This Task Order shall remain in full effect until the proposed project is completed which is estimated to be by June 30, 2013.

IN WITNESS WHEREOF, the parties have executed this Task Order No. 14 on the date indicated below.

Beaumont Basin Watermaster

Alda, Inc.

By: _____

By: _____

Dated: May 16, 2012

Dated: _____

Name: Duane Burk, Chairman

Name: _____

ALDA Inc.

5928 Vineyard Avenue
Alta Loma, CA 91701
Tel: (909) 587-9916
Fax: (909) 498-0423

May 10, 2012

Joseph B. Zoba, General Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399

Subject: **Beaumont Basin Watermaster – Task Order No. 1**

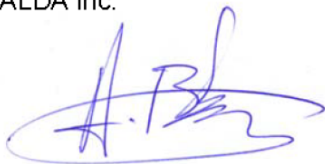
Dear Mr. Zoba:

Per our conversation earlier today, please find attached our proposed scope of services and consulting fee for Task Order No. 1 under the Engineering Services contract with the Beaumont Basin Watermaster dated May 10, 2012. Please note that this is the same scope of services and consulting fee that were included in our April 16, 2012 proposal to the Watermaster.

Should you have any questions on this matter, please contact us at 909-587-9916 during normal business hours.

Very truly yours

ALDA Inc.



F. Anibal Blandon, P.E.
Principal



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Scope of Services for Task Order No. 1
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Beaumont Basin Watermaster
Scope of Services for Task Order No. 1

Task 1 – Data Collection

ALDA will collect, compile, and tabulate the following data:

- ✓ Monthly water production from member agencies
- ✓ Monthly imported water recharge by each party
- ✓ Monthly rainfall from the USGS, Army Corps, and National Weather Service
- ✓ Monthly static groundwater levels at dedicated monitoring wells and selected production wells from the water agencies
- ✓ Monthly deliveries of imported water, groundwater from other basins, and surface water diversions from various water agencies
- ✓ Semi-annual static groundwater levels from production wells
- ✓ Annual water quality from production wells from the water agencies

It is our understanding that field collection of static water levels at dedicated monitoring wells and/or production wells is not part of this scope of services.

Task 2 – Preparation of Annual Report

ALDA will prepare a draft and a final annual report documenting the operations of the Beaumont Basin Watermaster. This includes water levels, water transfers between agencies, water production, assessment of basin conditions, carryovers, and replenishment obligations. In addition, the report will incorporate the results of the Operating Safe Yield analysis, conducted under Task 3, and a water quality summary of the Basin Condition Report, conducted under Task 5. The report will also include the annual independent financial reports (prepared by others) and a description of Watermaster activities and Board actions.

Twenty-five color copies of the draft and final annual reports will be provided along with a digital file of the report. In addition, an editable database will be provided that includes all supporting information for the annual report.

Task 3 – Annual Determination of the Operating Safe Yield

ALDA will review groundwater levels, groundwater production, groundwater recharge and groundwater quality data for the Beaumont Basin area as a basis for determining the annual operating safe yield (OSY) of the basin for the 2011. The focus of the review will be groundwater level trends at the eight monitoring wells previously reported in the



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annual reports. Groundwater level trends will be evaluated in the context of groundwater production and basin and artificial recharge in order to make a determination of OSY.

ALDA will generate an Annual OSY Technical Memorandum (TM) that summarizes the analysis and provides a recommended OSY for the coming year. The TM will be suitable for incorporation into the Annual Report.

Task 4 – Review of Rules and Regulations

ALDA will review the existing Rules and Regulations annually to determine whether it reflects current policies/practices and will make recommendations that will be documented as part of the annual report.

Making revisions and distributing documents is not included as part of our scope of services as we do not know at this time the extent of the revisions to be made. Under this task, ALDA will review the documents and may provide recommendations, if any, for potential changes to be considered by the Board.

Task 5 – Basin Condition Report

ALDA will obtain from the Appropriators and selected producers with overlying rights water quality information to prepare a Basin Condition Report in accordance with Section 2.13 of the Rules and Regulations. The findings of this report will be summarized in the annual report; however, an independent report will be prepared documenting the conditions of the basin.

It is our understanding that an all-inclusive water quality analysis is not intended as part of this report. The water quality analysis will focus on nitrate, TDS, and some trace metals. In addition, the report will document current water quality concentrations in relation to current Federal and State Drinking Water Standards.

Task 6 – Meeting Attendance

ALDA will prepare for, attend, and participate in up to six (6) Watermaster meetings in 2012. Assistance during agenda preparation was not identified in the RFP; however, we have allocated some time to assist Watermaster in the preparation of technical memoranda to address potential issues to be included in the meeting agenda.

Task 7 – Miscellaneous Special Projects

ALDA will coordinate with Watermaster on additional activities that may be required in the course of the year to address specific issues not identified in the RFP. For each of



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 Beaumont Basin Watermaster
 Scope of Services for Task Order No. 1
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these activities, ALDA will develop a scope of services and a consulting fee for Watermaster consideration before proceeding with any additional work.

Beaumont Basin Watermaster Engineering Consulting Fee for Task Order No. 1

Beaumont Basin Watermaster Professional Engineering Services - Fee Estimate - Year 1

| Task / Subtask | ALDA Inc. | | | | | Thomas Harder & Co. | | | | Total Hours | Cost (\$) |
|---|-----------------|------------------|----------------|----------|----------|---------------------------|-----------------------|----------|----------|-------------|-----------|
| | Project Manager | Project Engineer | Staff Engineer | Graphics | Clerical | Principal Hydro-geologist | Staff Hydro-geologist | Graphics | Clerical | | |
| Task 1- Data Collection | | | | | | | | | | 54 | \$ 6,480 |
| 1.1- Data collection for Annual Report | 4 | 8 | 24 | | | | | | | 36 | \$ 4,320 |
| 1.2- Additional for Basin Condition Report | 2 | 4 | 12 | | | | | | | 18 | \$ 2,160 |
| Task 2- Annual Report | | | | | | | | | | 160 | \$ 19,040 |
| 2.1- Pumping for metered wells | 4 | 8 | | | | | | | | 12 | \$ 1,680 |
| 2.2- Pumping for parties with non-metered wells | 4 | 16 | 8 | | | | | | | 28 | \$ 3,640 |
| 2.3- Document basin activities | 4 | 8 | | | | | | | | 12 | \$ 1,680 |
| 2.4- Prepare draft report | 8 | 32 | 8 | 12 | 12 | | | 8 | | 80 | \$ 8,940 |
| 2.5- Prepare final report | 4 | 12 | | 4 | 8 | | | | | 28 | \$ 3,100 |
| 3- Operating Safe Yield | | | | | | | | | | 60 | \$ 7,200 |
| 3.1- Review of data for 2011-12 | | | | | | 8 | 12 | | | 20 | \$ 2,360 |
| 3.2- Preparation of OSY TMs for 2011-12 | 4 | | | | | 16 | 12 | 4 | 4 | 40 | \$ 4,840 |
| 4- Rules and Regulations | | 8 | | | | | | | | 8 | \$ 1,200 |
| 5- Basin Condition Report | | | | | | | | | | 204 | \$ 22,900 |
| 5.1- Evaluate basin conditions | 4 | 4 | | | | 2 | 8 | | | 18 | \$ 2,180 |
| 5.2- Develop groundwater contour maps | | 4 | | | | 4 | 8 | 8 | | 24 | \$ 2,580 |
| 5.3- Calculate change in storage | | | | | | 4 | 8 | | | 12 | \$ 1,360 |
| 5.4- Groundwater quality evaluation | 4 | 24 | | | | 4 | 16 | | | 48 | \$ 5,920 |
| 5.5- Prepare draft report | 4 | 12 | 8 | 8 | 12 | 8 | 8 | 12 | | 72 | \$ 7,620 |
| 5.6- Prepare final report | 2 | 12 | | 4 | 4 | | 4 | 4 | | 30 | \$ 3,240 |
| 6- Meeting Attendance | | | | | | | | | | 82 | \$ 12,040 |
| 6.1- Assistance with agenda preparation | 12 | 8 | 8 | | | 6 | | | | 34 | \$ 4,720 |
| 6.2- Attend Watermaster meetings | 36 | | | | | 12 | | | | 48 | \$ 7,320 |
| 7- Miscellaneous Projects | | | | | | | | | | | \$ - |
| TOTALS: | 104 | 152 | 68 | 28 | 36 | 64 | 76 | 36 | 4 | 568 | \$ 68,850 |

ALDA Inc.

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Beaumont Basin Watermaster
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Beaumont Basin Watermaster Billing Rates for Task Order No. 1

Billing Rates for ALDA Inc.

Billing rates for Calendar Year 2012 are as follows:

| Position | Hourly Rate |
|-----------------------------|--------------------|
| Project Manager | \$150.00 |
| Project Engineer | \$135.00 |
| Staff Engineer | \$110.00 |
| Graphics / Designer Drafter | \$ 90.00 |
| Drafter | \$ 75.00 |
| Clerical | \$ 65.00 |

Billing Rates for Thomas Harder and Company

Billing rates for Calendar Year 2012 are as follows:

| Position | Hourly Rate |
|---------------------------|--------------------|
| Principal Hydro-geologist | \$160.00 |
| Staff Hydro-geologist | \$ 90.00 |
| Field Technician | \$ 70.00 |
| Graphics | \$ 85.00 |
| Clerical | \$ 65.00 |
| Expert Witness | \$320.00 |

BEAUMONT BASIN WATERMASTER

MEMORANDUM NO. 12-07

Date: May 16 2012

From: Joseph Zoba, Treasurer

Subject: Discussion Regarding the Execution of a Contract for Legal Services

Recommendation: Pending.

The Beaumont Basin Watermaster released a Request for Proposals in March 2012 for legal services. In response, the Watermaster received proposals from the following law firms:

- Alvarado Smith, APC
- Burke, Williams and Sorenson, LLP
- Cota Cole, LLP
- Graves & King, LLP
- Kidman Law, LLP

Interviews were conducted with each of the law firms on Wednesday, April 25, 2012, and a recommendation was approved by the Watermaster Committee on May 2, 2012.

The purpose of this agenda item is to discuss the contract with the selected legal firm and approve a contract for legal services.