

# Tim Rudolph ENGINEERING

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February 5, 2024

Alpine Water Company  
100 Nutcracker Road  
Bishop, CA 93514

**Re: Water System Evaluation**

## **WORK PLAN – Repair of tank from root growth thru block walls & Reseal roof -ceiling panel joint.**

1. Review tank plan drawings. Produce drawings to show sealant plan for the roof – ceiling panels to be sealed from both inside and outside.
2. Contact coating contractor and coating manufacturer about repair of coating from root intrusion thru coating.
3. Draw plan and make a work description for an excavation contractor to remove brush near the tank and install a HDPE plastic root barrier and drainage plane on the upper 4-5 ft of the tank walls on the sides and uphill side. Call tank dive inspection company to obtain more photos from the inspection to determine the root locations and height off the floor to verify the 4-5 ft is adequate.
4. Have excavation contractor attempt to find several possible missing valves in the distribution system. Planning to have them use a commercial quality metal detector and heavy equipment and hand digging at the suspected locations.
5. Make scope of work for excavation contractor or other qualified contractor to operate the isolation valves and fire hydrants. Have the number of turns recorded and condition of the valve recorded.
6. Contact local contractors who can perform the work and obtain bids for work.

## **COST ESTIMATE**

The estimated cost is \$2,500.00. Work shall be billed according to the rate listed in #2 below.

## **PROJECT SCHEDULE**

To be scheduled at time of work approval.

## **GENERAL CONDITIONS & ADDITIONAL INFORMATION**

1. Invoicing will be monthly. Final invoice will be presented upon completion of work. Payment terms are net due on receipt. Amounts due after 30 days will incur interest charged at an interest rate of 1.5% per month. By signing this contract, the Client agrees in advance to pay such charges.
2. Hourly Billing rate are \$145.00 per hour for a registered civil engineer. Travel will be charged at \$145.00 per hour. Travel will be charged from the office to the job site, typically about 12 hours round trip.
3. This proposal for professional services includes a cost estimate for the scope of work as outlined. Should the need of an increase or expansion in the scope of work become apparent, a written change order proposal will be submitted to the Client for review and approval. Additional work will be performed only at the direction of the Client. Consultant shall have no other duties or responsibilities except those set forth above/below except as agreed to in writing.
4. After completion of the scope of work as described, consulting with Tim Rudolph Engineering regarding changes in the project / plans, change in field conditions, review, and explanation of plans to the Client and / or the Contractor will be invoiced at the appropriate hourly rate(s). By signing this contract, the Client agrees in advance to pay such charges.
5. This proposal is subject to revision after thirty days from the date signed by Tim Rudolph Engineering.

6. This agreement may be terminated by the Client with a seven-day written notice; any work in progress and unpaid for at the time of such a termination shall be due and payable on the effective date of the termination.
7. This agreement may be terminated by Tim Rudolph Engineering with a seven-day written notice; any unfinished and unpaid work (instruments of service) shall be the property of Tim Rudolph Engineering.
8. Consultant's services shall be provided consistent with and limited to the professional standard of care which is the skill and care ordinarily provided by similar situated professionals practicing in the same or similar locality under the same or similar circumstances. Such standard of care is not a warranty or guarantee and consultant shall have no such obligation. Accordingly, client shall provide appropriate contingencies in both cost and schedule.
9. This Agreement and the deliverables, obligations, and rights herein are intended for the sole use and benefit of the Parties and are not intended to create any third-party rights or benefits. This agreement and the design may not be transferred or assigned by either party without written consent. Consultant shall not be responsible for the statements, performance, acts, errors, or omissions of any person or entity not under its direct control.
10. Consultant shall be deemed the owner of its Instruments of Service, including the Plans, Drawings and Specifications, and shall retain all common law, statutory and other rights, including copyrights. Consultant grants to the client a nonexclusive license to use the instruments of Service solely and exclusively for the purposes of constructing, using, maintaining, and adding to the Project, provided that the Client substantially performs its obligations under this agreement, including prompt payment of all sums due hereunder.
11. Notwithstanding any other provision, Consultant shall retain all rights of ownership and use of skills, knowledge and experience that have a general applicability, including such skills, knowledge or experienced gained by consultant in connection with performing services for the Project. Such knowledge and experience includes, but not limited to standard arrangements and configurations, individual standard features, details, and design elements, specifications, general notes, and design templates.
12. In the event of Any dispute or disagreement, upon written request of either party, the official representatives of both parties shall meet in person in a good faith attempt to resolve such dispute or disagreement within fifteen days. If such dispute or disagreement has not been resolved by such meeting and negotiations within thirty days of the initial request, prior to taking any other action, the dispute or disagreement shall be subjected to mediation within sixty days of such request using an experienced third party, as agreed by the Parties. The only exception to the foregoing would be any necessary filing to preserve lien rights or to avoid impacts of any statute of limitation.
13. Our office carries Liability and Professional Errors & Omissions Insurance. Client expressly agrees that any liability arising out of this project shall be limited to the Consultants business and its applicable insurance and shall not be the basis of personal liability as to the Consultant's owners or employees.
14. The Parties waive claims against each other for consequential damages arising out of or relating to this Agreement, whether arising in contract, warranty, tort, (including negligence), strict liability, or otherwise, including but not limited to losses of use, profits, income, rent, business, reputation, of financing.
15. Any claim in litigation between these Parties must be filed not later than the earlier of the expiration of the applicable statute of limitations or five (5) years from either substantial completion or Consultant's last service on the Project.

Submitted by:



February 5, 2024

Tim Rudolph, P.E.

Date

C 63207

Alpine Water Company Water – Tank & Excavation Plan  
Accepted by – Alpine Water Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

Billing Address:  
Alpine Water Company  
100 Nutcracker Road  
Bishop CA 93514