

**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53462 Enterprise Way, Coachella, CA 92236 County of Riverside, State of California ("City") and Aspen Rentals, Inc. an incorporated company, with its principal place of business at 23603 N. Hwy 288, Angleton, TX 77515 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such professional services for a Belt-press Sludge Handling Equipment Unit at the Coachella Sanitary District Wastewater Treatment Plant ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 1, 2026 to March 1, 2027, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Compensation.**

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

### **3.3 Responsibilities of Consultant.**

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Christian Martinez and Brandon Booth.

3.3.5 City's Representative. The City hereby designates the Cástulo Estrada, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the Cástulo Estrada, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform

any of the Services or to work on the Project.

### 3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Performance Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

### 3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants

and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### 3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.6 Indemnification.**

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or

volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

#### 3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Aspen Rentals, Inc.  
23603 N. Hwy. 288  
Angleton, TX 77515 ATTN: Christian Martinez

City: City of Coachella  
53462 Enterprise Way  
Coachella, CA 92236  
ATTN: Castulo Estrada

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### 3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be

responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**3.8 Federal Provisions.** With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COACHELLA AND  
ASPEN RENTALS, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF COACHELLA**

**Aspen Rentals, Inc.**

***Approved By:***

\_\_\_\_\_  
William B. Pattison Jr.  
City Manager

By: \_\_\_\_\_

Its: Sales Engineer

Printed Name: Christian Martinez

***Approved as to Form:***

BEST BEST & KRIEGER

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Printed Name: \_\_\_\_\_

***Attest:***

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Contract #: 25-1120-001  
Date: 11/20/25

# **RENTAL AGREEMENT**

## Section 1: PARTIES OF THIS AGREEMENT

This Equipment Rental Agreement ("Agreement") is entered into by and between **Aspen Rentals, Inc.**, a Texas corporation with its principal place of business located at 23603 N. Highway 288, Angleton, Texas 77515 ("Lessor"), and **The City of Coachella**, with a principal address at \_\_\_\_\_ ("Lessee").

## Section 2: GENERAL RENTAL TERMS

This Agreement shall commence on the date the equipment departs from the Lessor's facility in Angleton, Texas (the "Commencement Date"), which is anticipated to be on or about **[XX/XX/2026]**, and shall terminate on or about **[XX/XX/2026]** (the "Expiration Date"), unless earlier terminated in accordance with the provisions of this Agreement.

Lessee may request an extension or renewal of the rental term by providing Lessor with verbal or written notice no less than **ten (10) calendar days** prior to the Expiration Date. If Lessor consents to such extension, rental charges shall continue on a daily, weekly, or long-term prorated basis, calculated by dividing the applicable monthly rental rate by thirty (30), unless otherwise agreed in writing.

Payment terms under this Agreement are as follows:

- **Rental equipment and labor charges:** Net thirty (30) days from the invoice date. Labor is billed on a bi-weekly basis.
- **Transport and mobilization charges:** Net ten (10) days from the invoice date.

### Section 3: NOTICES AND CONTACTS

Any notice, payment, or document required or permitted to be delivered there under, except for the notice of payment required to pursuant to the terms hereof, shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, addressed to the parties hereto at:

#### **LESSOR:**

##### **Mail**

Aspen Rentals, Inc.  
23603 N. Hwy. 288  
Angleton, TX. 77515

##### **Sales Engineer**

Christian Martinez  
[cmartinez@aspenchemicals.com](mailto:cmartinez@aspenchemicals.com)  
(713) 447-1487 – Mobile

##### **Transportation and Logistics**

Christian Martinez  
[cmartinez@aspenchemicals.com](mailto:cmartinez@aspenchemicals.com)  
(713) 447-1487 – Mobile

##### **Operations Manager – for all aspects of a project once they are contracted.**

Brandon Booth  
[brandonbooth@aspen-rentals.com](mailto:brandonbooth@aspen-rentals.com)  
(979) 201-1329 – mobile

##### **Billing Questions**

Robi Booth – V.P.  
[robi@aspen-rentals.com](mailto:robi@aspen-rentals.com)  
(979) 201-9515 – mobile

Robin Bryant Controller-AP/HR Director  
[rbryant@aspen-rentals.com](mailto:rbryant@aspen-rentals.com)  
(979) 201-3748 - Mobile

**LESSEE:**

|                  |                   |
|------------------|-------------------|
| Billing Address: | Shipping Address: |
|                  |                   |
|                  |                   |
|                  |                   |

AP Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Section 4: RENTAL EQUIPMENT

### **Unless otherwise agreed in writing, the following terms and conditions shall apply to all equipment rented under this Agreement:**

- **Payment Terms:** Payment for rental equipment and labor shall be due **Net thirty (30) days** from the date of invoice. Labor is billed **bi-weekly**. Charges for transportation and mobilization services are due **Net ten (10) days** from the date of invoice.
- **Rental Period and Rates:** Standard rental rates are based on a **30-day billing cycle**, unless otherwise specified in writing. Rent is billed in advance and payable in accordance with the terms stated above.
- **Technician Rates:** Field technicians will be invoiced bi-weekly for work performed during the previous two-week period. A **minimum daily labor charge** of **\$1,400** applies. Any technician time exceeding **twelve (12) hours per day** shall be billed at **\$135.00 per additional hour**.
- **Belt Damage:** In the event any belts are damaged or contaminated to the extent that they are rendered unusable, **Lessee shall be responsible for payment of \$5,800.00 per set**.
- **Emergency Belt Sets (if applicable):** Each emergency belt set is billed at \$5,800.00. If unopened and unused, belts may be returned for a refund, less a 20% restocking fee. Refunds are subject to inspection and approval by Aspen Rentals.
- **Specialty Belts:** Charges for non-standard or specialty belt types will be determined and invoiced on a **case-by-case basis**, depending on usage and availability.
- **Cleaning Charges:** A cleaning fee of up to **\$2,500.00 per press** may be invoiced if the equipment is returned in a condition that requires post-rental cleaning by Aspen Rentals personnel.

***\*\*\* Please see following tables for agreed upon equipment requested and pricing that was agreed upon***

**“Equipment Rates”**

**\*\* Prices are per month, per unit\*\*    \*\* Rental Prices are billed Portal to Portal**

| <b>Pricing for Rental Unit<br/>For 12 hour/Day</b> | <b>Units</b>    | <b>Select</b>                       | <b>Market<br/>Price per<br/>unit</b> |
|----------------------------------------------------|-----------------|-------------------------------------|--------------------------------------|
| Belt Press(es)                                     | 1               | <input checked="" type="checkbox"/> | \$16,000                             |
| Centrifuge(s)                                      | 0               | <input type="checkbox"/>            | \$14,500                             |
| GBT(s)                                             | 0               | <input type="checkbox"/>            | \$12,000                             |
| <b>Optional Ancillary Equipment</b>                | <b>Units</b>    | <b>Select</b>                       | <b>Price</b>                         |
| 4" Skid Mounted Filtrate Pump w/VFD                | 0               | <input type="checkbox"/>            | \$2,560                              |
| 4" Positive Displacement Pump                      | 0               | <input type="checkbox"/>            | \$3,870                              |
| 6" Skid Mounted Filtrate Pump w/VFD                | 0               | <input type="checkbox"/>            | \$2,900                              |
| Submersible Electric Pump                          | 0               | <input type="checkbox"/>            | \$2,560                              |
| 40' Belt Conveyor w/Stand and Electrical Controls  | 0               | <input type="checkbox"/>            | \$3,175                              |
| Automated Emulsion Polymer Make Down System        | 0               | <input type="checkbox"/>            | \$2,070                              |
| Polymer Tank and Mixer Make Down System            | 0               | <input type="checkbox"/>            | \$2,070                              |
| 15 GPM Polymer Dosing Pump w/VFD and Stand         | 0               | <input type="checkbox"/>            | \$1,800                              |
| 50 GPM Polymer Dosing Pump w/VFD and Stand         | 0               | <input type="checkbox"/>            | \$2,070                              |
| In Line Grinder w/VFD Skid                         | 0               | <input type="checkbox"/>            | \$3,175                              |
| 4" Camlock, 25'Hose (4 hoses come w/each rental)   | 0               | <input type="checkbox"/>            | \$120                                |
| 2" Camlock, 25'Hose (2 hoses come w/each rental)   | 0               | <input type="checkbox"/>            | \$95                                 |
| ¾" Camlock, 25'Hose                                | 0               | <input type="checkbox"/>            | \$60                                 |
| <b>Total Monthly Charges</b>                       | <b>\$16,000</b> |                                     |                                      |

**“Technician Rates”**

| Technicians               |                                                 |
|---------------------------|-------------------------------------------------|
| Daily Rate – 12 hours     | \$1,400/man/day                                 |
| Holiday Rate – 12 hours   | Double time                                     |
| Additional hours over 12  | \$135/hr                                        |
| Shop Rate                 | \$91.66/hr                                      |
| Prevailing wages          | To be determined by location                    |
| Standby Rate              | To be determined by job                         |
| Technicians swap out rate | \$2,500 (One Time Charge per Event)             |
|                           | ** Technician times are billed Portal to Portal |

**“Transportation Rates”**

| Mobilization/Demobilization Rate |                                    |
|----------------------------------|------------------------------------|
| Mobilization to jobsite          | Based on rate +20% at time of move |
| Demobilization from jobsite      | Based on rate +20% at time of move |

\*\*\*Lessee has option to waive Aspen Rentals transport and schedule transportation at their own cost

**Aspen Rentals to arrange transportation**  **Lessee will arrange transportation**

**ACCEPTED BY:**

Printed Name and Title:

\_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*\* Purchase Order shall be issued by lessee for each job based on these accepted rates.**

**P.O. # assigned** \_\_\_\_\_



Or similar unit (Trailer or Skid mounted) to be determined

## **ASH-2008 2.2 M Ashbrook (Skid Press)**

- Stainless Steel Catwalks
- Standard Gravity Zone
- Pumps and press have electronic VFD controls.
- Automated emulsion Polymer make down system.
- 4" Sludge Feed pump
- 12' extension for Conveyor cake discharge (20' overall)
- Comes with its own step deck trailer for low profile or trailer mounted applications.
- 11' 11" Wide x 48' Long x 13' Height
- Weight: 49,000 lbs.
- BP-4400 Trailer: Year-1999, Make/Model-TALB
- VIN#-40FL04821X1018728
- License Plate-121C305
- Note: Belts will be in good condition.
- Aspen will provide a minimum of 50' of SO cord.
- Aspen will provide (4) 4" Hoses, 25' Long Each (100' Total) for sludge feed.
- Aspen will provide (2) 2" Hoses, 25' Long Each (50' Total) for water.

### Section 5: EXECUTION OF CONTRACT AGREEMENT

By executing this Agreement, the undersigned acknowledges that they have read, understood, and agreed to be bound by all terms and conditions set forth herein, including those contained in the attached Standard Terms and Conditions and the "Entire Agreement" section appearing on the final page of this document.

**Lessee:**

\_\_\_\_\_  
Please Sign:

\_\_\_\_\_  
Please Print:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date: / /

**Lessor: Aspen Rentals, Inc.**

\_\_\_\_\_  
Please Sign:

\_\_\_\_\_  
Please Print: Christian Martinez

\_\_\_\_\_  
Title: Sales Engineer

\_\_\_\_\_  
Date: / /

Please submit the following items with the executed contract:

- Proof of Insurance
- Tax Certificate (if applicable)

## STANDARD TERMS

1. This Agreement shall commence on the date the unit departs from Lessor's facility in Angleton, Texas, **subject to Lessor's written or expressed approval** (the "Commencement Date"), and shall expire upon return and acceptance of the unit at Lessor's facility in Angleton, Texas (the "Expiration Date").
2. Lessee may request a renewal or extension of the rental term by notifying Lessor at least **ten (10) calendar days** prior to the Expiration Date. Any such renewal shall be subject to Lessor's sole discretion. If granted, all terms and conditions of this Agreement shall remain in full force and effect, and rental charges shall continue to accrue on a **daily or weekly prorated basis**, calculated by dividing the applicable monthly rate by thirty (30), unless otherwise agreed in writing.
3. In the event of any renewal or extension, Lessee agrees to promptly pay all sums invoiced by Lessor in accordance with the extended term and reaffirms that all provisions of this Agreement shall remain binding and enforceable without the need for further execution or amendment.

## DELIVERY AND INSTALLATION

Upon the Commencement Date, **Lessee shall be solely responsible**, at its own cost and risk, for transporting the unit to the project site. Lessee shall likewise be responsible, at its sole expense, for returning the unit to Lessor's designated facility in Angleton, Texas **no later than the Expiration Date or the final day of any approved extension period**.

Unless otherwise agreed in writing, Lessor shall not be responsible for installation, removal, or transport of the unit. Any delays, damages, or additional charges arising from Lessee's failure to timely return the unit may result in additional fees as set forth herein or invoiced separately.

## RENTAL RATES, LATE CHARGES, AND COSTS

### 1. **Rental Commencement and Billing**

Lessee agrees to remit payment to Lessor for the rental of the unit and any ancillary equipment selected in this Agreement (collectively referred to herein as the "Equipment"). Rental shall commence on the date the unit departs from Aspen Rentals' facility and shall continue until the unit is returned to and accepted by Aspen Rentals at its Angleton, Texas facility, following completion of inspection. Inspections shall be performed promptly upon return. The **first month's rent and all mobilization charges are due prior to shipment. The second month's rent shall be invoiced upon shipment of the unit.**

### 2. **Method of Payment**

All payments shall be made by Lessee in the form of certified funds or electronic payment. **ACH transfer is the preferred method of payment.**

### 3. **Late Charges and Enforcement Rights**

a) Lessee expressly authorizes Lessor to (i) assess interest on any past due balances at the rate of **twelve percent (12%) per annum**, or the maximum rate allowed by applicable law, whichever is less; (ii) contact Lessee's bank(s) and trade references to obtain credit information; and (iii) rely upon Lessee's acceptance of Lessor's terms and conditions as binding.

b) All outstanding amounts due to Lessor must be paid in full **prior to pickup of the unit** for return.

c) In the event of damage charges exceeding any deposit or prepaid amount, **rental charges shall continue to accrue** until all outstanding balances are paid in full.

d) Lessor retains the right to enter any project site where its unit or Equipment is in use for the purpose of shutting down operations due to **unsafe conditions, late payment, or non-payment**, without liability, provided such access is conducted in a safe and commercially reasonable manner.

### 4. **Technician Training Requirement**

Lessee agrees that any technician engaged to operate the unit shall be properly and thoroughly trained in its operation and safe use. Lessor shall not be liable for any damages, losses, or injuries arising from operator error or inadequate training provided by Lessee.

### 5. **Sales Tax Exemption**

If Lessee asserts exemption from sales tax, Lessee must furnish a valid exemption certificate at the time of contract execution. **Failure to provide such documentation shall result in Lessee being fully liable for all applicable state and local sales taxes.**

### 6. **Unit Selection**

Lessee shall refer to **Section 4** of this Agreement for a list of selected Equipment. Only the Equipment specifically selected and listed shall be included in the rental. **All other items are deemed optional and are available upon separate request and approval.**

## OPTIONAL SERVICES

### 7. Optional – Belt Press Technician Services

If requested, Aspen Rentals provides field technicians at the following rates and terms:

- A **minimum daily rate per technician, per shift** applies. A “shift” is defined as any period up to **twelve (12) hours**. A 24-hour period constitutes two shifts.
- Technician time is calculated **port-to-port**, beginning when the technician departs from Aspen Rentals and ending upon return.
- Services are charged **seven (7) days per week**, per technician, per shift.
- **Holiday shifts** are billed at **double the standard daily rate**. Recognized holidays include all **U.S. federal holidays**.
- The daily rate includes all time spent on-site, in transit, on standby, and covers lodging, meals, vehicle use, and per diem.
- **Airfare, if required, is billed at cost plus 20%**.
- Technicians are provided **subject to availability**.
- Technicians will arrive equipped with standard personal protective equipment (PPE), including hard hats, steel-toe boots, high-visibility vests, and safety glasses. **Any additional safety gear, certifications, training, or insurance requirements will be billed to Lessee at cost plus 20%**.

### 8. Optional – Transportation Services

a) **Mobilization and demobilization services** are available through Aspen Rentals using third-party carriers. These services are billed at **cost plus a 20% markup**.

b) Lessee may elect to coordinate transportation independently using a carrier with **verified and acceptable insurance coverage** to avoid the 20% markup.

c) Lessee must provide **ten (10) days' written notice** of demobilization to avoid additional rental charges caused by delay or holiday-related transport constraints.

d) **Mobilization and demobilization charges are due Net 30** from the date of the respective invoice.

e) Transportation quotes remain valid for **fourteen (14) calendar days** from the date of this Agreement.

**If Lessee elects to handle demobilization independently, Lessee assumes full responsibility for all associated costs and liabilities**, including but not limited to:

- Tire damage or replacement
- Permits and regulatory compliance
- DOT violations or citations
- Fines, tickets, and demurrage fees
- Crane rental fees (if required)

## TITLE TO "EQUIPMENT"

### 1. Ownership of Equipment

- Lessee acknowledges and agrees that the unit and all ancillary equipment provided under this Agreement (collectively, the "Equipment") shall at all times remain the sole and exclusive property of Lessor. Nothing in this Agreement shall be construed as conveying to Lessee any right, title, or interest in or to the Equipment, except for the limited right of use expressly granted herein and subject to the terms and conditions of this Agreement.

### 2. Waiver of Liens and Claims

- By executing this Agreement, Lessee expressly acknowledges Lessor's full ownership of and title to the Equipment, and hereby waives, releases, and disclaims any and all lien rights, encumbrances, or other claims or interests of any nature in or to the Equipment, whether arising by statute, contract, or otherwise

### 3. Authority to Rent

- Lessor represents and warrants that it holds all rights, titles, and interests necessary to lease the Equipment to Lessee pursuant to the terms and conditions of this Agreement, and that such lease will not infringe upon or violate any third-party rights

## REMOVAL, INSPECTION, AND RETURN

### 1. Restrictions on Relocation and Inspection Rights

The unit and all ancillary Equipment shall not be removed from the initial installation location without the prior written consent of Lessor. Lessee shall grant Lessor, its agents, and representatives reasonable access to the project site and to all rented Equipment at any time for the purpose of inspection, examination, or assessment of the Equipment's condition or use.

### 2. Right to Remove and Shut Down Equipment

Lessor reserves the right to **shut down or remove** any Equipment from Lessee's site under the following circumstances:

- More than **ten (10) calendar days** have passed since Lessee was provided written notice of late payment;
- The contractual **Expiration Date**, or any approved extension thereof, has lapsed and the Equipment has not been returned; or
- Lessee is in **default** under any term of this Agreement.

In such cases, Lessor may, without further notice or liability, access the project site to **safely deactivate and retrieve the Equipment**. Lessee shall remain liable for all **accrued rent, late charges, and per diem charges** until the Equipment is returned or recovered. While in Lessee's possession, Lessee shall maintain the Equipment in a **safe and operable condition** pending return or removal

### 3. Cleaning and Decontamination Requirements

Lessee shall be solely responsible for **fully decontaminating and cleaning the Equipment** prior to its return to Lessor. All cleaning and decontamination must comply with all applicable **U.S. Department of Transportation (DOT)** and **Environmental Protection Agency (EPA)** regulations concerning the transport and cleanliness of industrial equipment and waste-handling trailers.

**4. Return Condition and Damage Assessment**

Prior to returning the Equipment, Lessor shall have the right to inspect the Equipment for proper decontamination, cleaning, and damage. **If Equipment is damaged, other than routine wear is found, Lessee shall immediately be financially liable to Lessor for all parts and labor necessary to restore the Equipment to its pre-rent condition.** The listed price of the belts above is set for the term of this contract. There will be an adjustment to this price (in writing) if the specifications for the type of belt or material changes during the term of this contract. The existence and extent of damage and the necessity of repair and/or replacement of the Equipment and belts shall be at Lessor's sole discretion.

INDEMNITY AND LIMITATION OF LIABILITY

**1. Lessee Indemnity**

To the fullest extent permitted by law, **Lessee shall defend, indemnify, and hold harmless Lessor**, its officers, directors, employees, agents, and affiliates, from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

- Lessee's use, operation, or possession of the unit or Equipment;
- Lessee's presence and activities at the project site; or
- Any negligent act or omission of Lessee, its employees, subcontractors, or agents; except to the extent caused by the **negligence or willful misconduct** of Lessor.

**2. Lessor Indemnity**

To the extent permitted by law, **Lessor shall defend, indemnify, and hold harmless Lessee**, its officers, directors, employees, agents, and affiliates, from and against any claims, demands, damages, or liabilities arising out of bodily injury or property damage **caused solely by the negligence or willful misconduct of Lessor**, and not contributed to by any act or omission of Lessee or its representatives.

**3. Limitation of Liability**

Notwithstanding anything to the contrary in this Agreement, **in no event shall either Party be liable to the other for any incidental, consequential, punitive, special, or exemplary damages**, including but not limited to loss of profits, business interruption, or loss of use, whether arising in contract, tort, strict liability, or otherwise—even if such damages were foreseeable or either Party was advised of the possibility thereof. Each Party's total liability under this Agreement shall be limited to **actual direct damages**, and in the case of Lessee, shall not exceed the replacement or repair cost of

the damaged unit or Equipment.

To the extent permitted by law, any statutory remedies inconsistent with the terms of this section are hereby expressly waived.

#### 4. **Regulatory Compliance – Onsite Equipment**

Where any **skid-mounted belt press or Equipment is maintained or operated on a trailer at the project site**, Lessee assumes full responsibility for ensuring that the use, access, and maintenance of such Equipment complies with all applicable **Occupational Safety and Health Administration (OSHA)** and **Mine Safety and Health Administration (MSHA)** regulations.

This includes, without limitation, compliance with safety requirements related to:

- Guardrails and fall protection;
- Enclosures and access points;
- Electrical safety and grounding;
- Proper tie-off and fall arrest systems.

Lessor shall have no obligation to inspect or monitor regulatory compliance at the project site, and any failure by Lessee to adhere to such standards shall constitute a material breach of this Agreement.

## OPERATION, MAINTENANCE, AND REPAIR

1. Lessee shall comply with and conform to all Municipal, State, and Federal laws, including without limitation all environmental laws, relating to maintenance, operation, and repair of the Equipment. Lessee shall maintain the Equipment in good condition and running order at all times during the term of this Agreement and any extensions thereof but shall not be responsible for normal wear and tear, save and except filter belts and damage caused by Lessee's operations, for which Lessee shall be responsible.
2. Routine maintenance of this unit is the sole responsibility of Lessee. Specifically, Lessee shall be responsible for washdowns, lubrication, and operational inspections.
  - a. Following the first 72 hours of operational run time of units Lessee will fill out a Customer Belt Press Acceptance Checklist (Page 16 of this Rental Agreement) outlining any issues with the press. Aspen will then address those issues. This form will be returned to [Sales@apen-rentals.com](mailto:Sales@apen-rentals.com). If no form is sent within 72 hours of runtime it will be understood that there are no issues.
  - b. Following the initial 72 hour run time period all maintenance and parts will be the responsibility of the Lessee.
3. If damage is caused by Lessee, Lessee will be responsible for repair costs. Examples of possible damage by Lessee would include electrical spike, overloading and stretching belts, not performing greasing of bearings as directed.
4. All additions, attachments, accessories, and repair parts at any time placed in or on the Equipment shall be purchased by Lessee from Lessor and shipped the next day to Lessee's location for immediate repair to facilitate limited downtime for repairs.
5. Lessee agrees and understands that the Equipment shall only be used on non-hazardous sludge. Lessee further acknowledges and confirms that Lessee is responsible for damage to the filters or rollers if damaged by overloading.

## RISK OF LOSS AND INSURANCE

1. All risk or loss or damage of the Equipment shall be borne by Lessee from and including the arrival date of this Equipment on Lessee's property through and including the exiting Lessee's property.
2. In the event that the Lessee arranges, contracts and/or provides transportation for the listed Equipment, it will be the Lessee's responsibility to ensure that all suitable insurance, as defined by attached rider specifications, is in place from the date the Equipment leaves Lessor's property to the time that it is returned to the Lessor's property at the end of the term of this contract.
3. At all times upon arrival of the Equipment at the project location, Lessee shall have and maintain insurance with respect to the Equipment against risks of casualty, for (including so-called extended coverage), theft, and all other insurable risks, in the amounts specified Exhibit "A" attached hereto and incorporated herein by reference. All such policies shall name the Lessor as an additional insured as respects liability arising for work or operations performed by or on behalf of Lessee (excluding Workers' Compensation/Employer's Liability coverage), but only to the extent losses are caused by: (1) operations performed by or on behalf of the named insured, and (2) Lessee's negligence or willful act or

omission. Lessee shall deliver to Lessor a certificate of insurance, the policies themselves, or other evidence of insurance satisfactory to Lessor on or before the Commencement Date. Lessee covenants and warrants not permitting such insurance to lapse and, should such a lapse occur, to promptly notify Lessor and reinstate such insurance coverage.

#### DAMAGE, DESTRUCTION, OR THEFT

If Equipment is damaged by acts of God, vandalism, or theft while on the project site; Lessee will file insurance claim and Lessee agrees to continue to pay the amounts set forth in Section 6. In every such instance, Lessor will reimburse Lessee for the cost of repair to the extent Lessor recovers any insurance proceeds covering such damage. In the event the Equipment is destroyed, stolen, or damaged beyond repair, Lessee shall forthwith pay to Lessor the agreed upon replacement value for the Equipment less (a) the salvage value, if any, of the Equipment, and (b) any insurance proceeds received but Lessor. The parties hereto agree that the replacement value of the Equipment during the term of this Agreement and any extension or renewal period that is specified in Section 18, Article #2 of this contract.

#### ASSIGNMENT AND SUBRENT BY LESSEE

Lessee may not assign the Agreement or sub rent the Equipment without the prior written consent of Lessor. In the event Lessor consents to any such assignment or subletting, such assignment or subletting shall not relieve Lessee of its obligation under this Agreement unless otherwise agreed to by Lessor in writing.

#### ASSIGNMENT BY LESSOR; RIGHTS OF ASSIGNEE

The Lessor shall have the right to sell or assign this Rental Agreement, including its rights, title, and interest to the Equipment and the rent and other charges reserved herein, without notice to or the consent of Lessee. In the event of any such assignment by the Lessor, the Lessee acknowledges that the assignee shall there upon acquire all of the rights and remedies possessed by or available to the Lessor. Upon receiving written notice of any such assignment, the Lessee shall thereafter make rental payments as therein directed.

## EVENTS OF DEFAULT AND REMEDIES

1. The following events shall be deemed to be events of default by the Lessee under this Agreement:
  - a) Lessee shall fail to pay any installment of the rent or any of the other amounts owing under Section 6 when due and payable, and such failure shall continue for a period of thirty (30) days.
  - b) Lessee fails to comply with any other term, provision, or covenant of this Rent Agreement and does not cure such failure within thirty (30) days after receipt of written notice thereof by the Lessor.
  - c) A change of control within Lessee occurs. For purposes hereof, the term "Change in Control" shall be deemed to occur if (1) there shall be any sale, lease, exchange, or other transfer ( in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Lessee, or (2) the directors or partners of any entity of the Lessee shall approve any plan or proposal for liquidation or dissolution of the Lessee, or (3) any person shall become the beneficial owner of 51% or more of the outstanding interests of any entity of the Lessee other than those persons who are, as of the date of this Agreement, beneficial owners of any entity of the Lessee.
  - d) Lessee becomes insolvent or unable to meet its obligations as they mature, make a general assignment for the benefit of creditors, or consent to the appointment of a trustee or a receiver, or admit in writing its ability to pay its debts as they mature.
  - e) The appointment of a trustee or receiver for the Lessee or for a substantial part of the properties of the Lessee without the consent of the Lessee.
  - f) The commencement of bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings by or against the Lessee and, if instituted against it, the same being consented to by the Lessee or remaining undismissed for a period of ninety (90) days.
2. Under the occurrence of any event(s) of default, the Lessor shall have the right to declare the balance of the rental and other charges payable hereunder to be immediately due and payable and shall have the immediate right to retake and retain the Equipment. Lessor shall further have any and all other rights afforded to it by law or at equity. Lessee and each surety, endorser, and guarantor, if any, waive all demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law. In the event a lawsuit is necessary to enforce and protect Lessor's rights and interest under his Agreement, Lessee agrees to pay Lessor's attorneys' fees and legal costs.

## SUCCESSORS, HEIRS, AND ASSIGNS

The terms, provisions, covenants, and conditions contained in this Rent Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, representatives, successors, and permitted assigns except as otherwise expressly provided.

## CHOICE OF LAW AND JURISDICTION

In the event of a dispute regarding the terms, provisions, construction, or enforcement of this Agreement, the parties agree that Texas law shall apply, and Lessee hereby submits itself to the sole jurisdiction of courts in Comal County, Texas, for purposes of resolving such a dispute.

## ASPEN RENTALS INSURANCE REQUIREMENTS FOR LESSEE

### **1. Comprehensive General Liability**

a. With limits not less than:

- Bodily injury
  - \$1,000,000.00 any one occurrence
  - \$1,000,000.00 aggregate
- Property damage
  - \$1,000,000.00 aggregate

b. Including the following:

- Contractual liability applying to the liability assumed by the Lessee under this contract.
- Projects/Completed Operations Coverage
- Lessee's Protective Liability, insuring work sub-let.
- Personal Injury.
- Lessor shall be included as an additional insured.

### **2. Property Equipment Coverage for the unit and conveyor**

- Coverage for the rental "Equipment" of \$550,000.00 (per unit) for primary Equipment.
- Coverage for the rental "Equipment" of \$25,000.00 (per unit) for portable pumps.
- Coverage for the rental "Equipment" of \$25,000.00 (per unit) for polymer systems.
- Coverage for the rental "Equipment" of \$35,000.00 (per unit) for stacking conveyor.

### **3. Workers' Compensation**

a. Statutory requirement for State in which work is performed.  
Employer's Liability with \$100,000.00 limits.

ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties. This Agreement may not be amended, altered, or changed except by an instrument in writing signed by both parties hereto.

***\*\*Per OPERATION, MAINTENANCE, AND REPAIR (Section 2a on Page 12) This document must be signed and returned to [Sales@Aspen-rentals.com](mailto:Sales@Aspen-rentals.com) once the unit has been run for 72 hours once startup operation has begun.***

# Customer Belt Press Acceptance Checklist

This checklist is provided for our customers to inspect the belt press for all items that were shipped with the belt press. You will have 72 hours from delivery of belt press to your project site to inspect the press to determine that all items shipped were actually received. Failure to return this form within 72 hours will constitute acceptance on your behalf that all items that were shipped with the belt press, were received, and accounted for on delivery.

Customer: \_\_\_\_\_  
 Unit - \_\_\_\_\_  
 Date: \_\_\_\_\_

Location: \_\_\_\_\_  
 Employee: \_\_\_\_\_  
 Signature: \_\_\_\_\_

**Checklist:**

- 100' of 4" Hose # \_\_\_\_\_
- 50' of 2" Hose # \_\_\_\_\_
- Belts in good repair
- Sludge Pump operational
- Boost water Pump operational
- Paddles Tied (Remove them)
- Tire Pressure (All tires checked)
- Landing Gear operational

- Auger Assembly operational
- Auger extension received
- Polymer System operational
- Handrails # \_\_\_\_\_
- Catwalks operational.
- Belt Motor operational.
- Visibly Inspected Tires & Hubs
- Control Panel operational

Any additional Equipment sent with Unit:

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Comments: \_\_\_\_\_

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**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

March 1, 2026 – March 1, 2027

**EXHIBIT "C"**  
**COMPENSATION**

Not to Exceed One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00)