

ATTACHMENT A

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR PRELIMINARY DESIGN OF CHROMIUM-6 TREATMENT FACILITIES PROJECT DIR # N/A

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **September 1, 2025**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water DISTRICT ("DISTRICT") whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Corona Environmental Consulting, a Massachusetts LLC** whose address is **357 S. McCaslin Blvd., Suite 100, Louisville, CO 80027** ("CONTRACTOR").

RECITALS

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

A. DISTRICT desires to engage CONTRACTOR to provide the following services: **preliminary design of ferrous iron reduction coagulation filtration systems for impacted well sites**; and

B. CONTRACTOR has made a proposal ("Proposal") to the DISTRICT to provide such professional services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

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

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after **one year** unless extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. **Services to be Performed.** CONTRACTOR agrees to provide the services ("Services") contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates **Chad Seidel** as CONTRACTOR'S professional(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the project manager ("Project Manager") in connection with the delivery of Services under

this Agreement.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$638,370.00.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by the DISTRICT, the CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply at its sole expense with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5.11 In the performance of this contract the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Professional Liability Insurance. Choose and check one: Required ☒ /Not Required ☐; CONTRACTOR will file with DISTRICT, before beginning professional services, a certificate of insurance satisfactory to DISTRICT evidencing professional liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

b. Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY ☐ (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. CONTRACTOR will file with DISTRICT, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing.

c. If Claims Made Policies (applies only to professional liability and cyber liability policies):

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

d. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

e. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

f. Workers’ compensation (statutory limits) and employer’s liability (\$1,000,000) per accident for bodily injury or disease. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the professional services under this agreement. As required by the State of California, with Statutory Limits and Employer’s Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.

g. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit “B”**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

h. Required Provisions –

- CONTRACTOR shall require and verify that all subcontractors maintain insurance

meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage. CONTRACTOR shall provide certificates of insurance to the DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current insurance certification shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. CONTRACTOR shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work.

- Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it".

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of the ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7A. Indemnification Design Professionals.

7A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 7A shall apply instead of Section 7. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the DISTRICT, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR’S proportionate percentage of fault.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services in CONTRACTOR’s own way

as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of DISTRICT. However, CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the DISTRICT is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At the DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination of all of such records and shall permit DISTRICT's

agents to audit, examine and reproduce such records.

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

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

12.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

12.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

12.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

12.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

12.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

12.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. The CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

12.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

[signatures on following page]

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

DISTRICT:

CONTRACTOR:

MISSION SPRINGS WATER DISTRICT

CORONA ENVIRONMENTAL CONSULTING

By: _____

By: Chad Seidel

Print
Name _____

Print
Name Chad Seidel

Title: _____

Title: President

Date: _____

Date: 8/7/2025

EXHIBIT “A”

PROPOSAL

(insert behind this page)

April 4, 2025

Mr. Brian Macy, General Manager
Mission Springs Water District
Via email: bmacy@mswd.org

Re: Preliminary Design of Hexavalent Chromium Treatment with Reduction Coagulation Filtration

Dear Mr. Macy,

Corona Environmental Consulting, LLC (Corona), in collaboration with Water Works Engineers, LLC (WWE), is pleased to submit this proposed scope and fee to Mission Springs Water District (MSWD) for preliminary design of ferrous iron reduction coagulation filtration (RCF) systems for impacted well sites to comply with the recently implemented hexavalent chromium [Cr(VI)] maximum contaminant level (MCL). The work described in the following tasks builds upon the hexavalent chromium treatment roadmap developed and summarized in the Corona-produced report titled *Mission Springs Water District: Hexavalent Chromium Treatment Roadmap*. Based on previous and current efforts, Corona understand that four of MSWD's wells (Well 27, Well 29, Well 31, and Well 37) have historical Cr(VI) levels that exceed the MCL, and four additional wells have historical Cr(VI) levels greater than 8.0 µg/L, which represents 80% of the MCL (Well 22, Well 24, Well 32, and Well 33). An initial evaluation of RCF treatment feasibility was conducted and Class 5 estimates were developed to determine which treatment scenarios should be considered for preliminary design. The evaluation also highlighted outstanding questions to be further investigated by pilot testing. Based on the initial evaluation the proposed effort will see through preliminary design for the consolidated treatment of Wells 27 and 31, Wells 29 and 37 at wellsite 37, Wells 22 and 24 at wellsite 24, and individual wellhead treatment of Wells 32 and 33.

This proposed effort includes continued monitoring and updating the interim operations plan (described in the *Roadmap* report and currently implemented by MSWD), bench- and pilot-scale testing, permitting support, and preliminary design through collaboration with WWE. Ultimately, the goal is to inform the long-term Cr(VI) MCL compliance solution, involving treatment of MSWD's wells, adding reliability and resiliency to the interim operations plan.

Scope of Work

Task 1: Project Management and Coordination

This task includes the general project management functions required to maintain the project schedule, budget, and quality control to ensure the success of the overall project. This task also incorporates time for regular bi-weekly progress updates between MSWD, WWE, and Corona staff to provide project updates, review project deliverables, and allows for meaningful communication and feedback throughout

the project. Bi-weekly meetings will also be used to work with MSWD to monitor and update the interim operations plan (Task 2-1) and to receive timely MSWD input to guide the remaining tasks. Also included in this task is limited time to support the District with any requisite communication and coordination with DDW to comply with the MCL. Last, this task includes labor and direct costs for an in-person workshop intended to support a key milestone within the preliminary design process.

Deliverables:

Project updates, Meeting minutes, and Monthly invoices

Task 2: Implementation and Monitoring of Interim Plan**Task 2-1 Coordinate with MSWD on the interim operations plan**

The following points from the *Roadmap* report inform Task 2-1:

- The report developed a tier system to group wells in terms of their Cr(VI) concentration and urgency/priority for treatment. Tier 1 wells are defined as those with Cr(VI) levels above the MCL (i.e., $\text{Cr(VI)} \geq 10.5 \mu\text{g/L}$), Tier 2 wells are defined as those with an average historical concentration below the MCL but with at least one sample result above the MCL, Tier 3 wells are defined as those with average historical concentrations greater than 80% of the MCL (i.e., between $8.0\text{--}10.5 \mu\text{g/L}$), and Tier 4 wells are defined as those with average historical concentrations below 80% of the MCL (i.e., $\text{Cr(VI)} < 8.0 \mu\text{g/L}$).
- The *Roadmap* includes an interim operations plan developed to position MSWD to initially achieve compliance in the short-term while more information and samples were collected to inform long-term compliance. The plan involved temporarily placing Tier 1 wells on standby and supplanting lost production with available supply from wells in Tiers 2-4.

MSWD has informed Corona of changes made since initially implementing the interim operations plan that have allowed MSWD to successfully meet demand for water supply while maintaining compliance with the Cr(VI) MCL. The changes are as follows:

- Wells 22 and 24 have been configured to supply the MSWD's 1240 pressure zone.
- The valve that has traditionally been closed to split water from 27 and 31 to the Valley View and Two Bunch distribution areas is now open and the 1070 pressure zone is supplied by Well 32.
- The Two Bunch reservoirs are now being used to supply the 1070 pressure zone. As a result, the Two Bunch booster station pumps are typically turned off as the pumps were needed to supply water to the 1240 pressure zone.

Task 2-1 is proposed for Corona to support MSWD interim operations. This task includes evaluation of operational cost, reliability, and redundancy of the interim plan including impacts to water supply and quality (i.e., Cr(VI) concentrations). This evaluation will be used to inform the planning of future changes and the need for treatment. For example, while the recent operational changes have allowed MSWD to successfully meet demand during the winter months, operational evaluation and planning will be critical

to meet increased demand during summer months. Evaluation of reliability and redundancy will additionally assess MSWD's vulnerability to issues such as mechanical failures.

Furthermore, evaluation will include additional wells, such as the completion of future Well 42 (estimated to be completed in May 2025) and the rehabilitation of Well 28, as they are likely to impact available water supply and water quality. To accomplish Task 2-1, review of operational updates will be included as a standing agenda item for the bi-weekly meetings (Task 1).

An addendum to the *Roadmap* will document deviations and operational lessons learned. Potential aspects to be included are operational costs, reliability, redundancy, impacts to water supply and quality, and shifts additional water supplies (future and rehabilitated wells not currently in use). New data will be evaluated regarding their potential impacts on the recommended treatment alternatives, next steps, and future planning.

Deliverables:



Addendum to Roadmap report

Task 3: Cr(VI) Bench Scale Testing to Evaluate Relevant RCF Parameters

Task 3-1: Bench-scale Testing

Bench-scale testing will be performed using water from all wells in Tiers 1-3 to confirm RCF ferrous doses and reduction times. Additionally, source waters will be blended to evaluate consolidated treatment system scenarios. Results will be used to confirm RCF treatment recommendations, forecast future performance, and identify the minimum ferrous dose and contact time required to achieve MSWD finished water Cr(VI) goals. Results will also inform the initial pilot testing conditions and location(s)/well(s) where pilot testing should take place. The bench-scale test plan will encompass the following:

- Equipment: jar tester, syringes, chemicals, membrane filters, vacuum pumps, etc.
- Consolidated treatment wells:
 - Wells 27 and 31
 - Wells 29 and 37
 - Wells 22 and 24
- Individual wells:
 - Well 32
 - Well 33

- Ferrous iron doses – typically 0.5–2 mg/L as Fe
- Reduction times – typically 1–4 min
- Sodium hypochlorite doses – sufficient to target typical free chlorine residual and ferrous iron oxidation to ferric iron
- Duplicate jars to capture experimental variability

It is expected a 5-gallon aliquot of representative water from each of the wells listed above will be collected by MSWD personnel and shipped to the Corona Laboratory for analysis. A brief technical memorandum will be issued to summarize the results of bench-scale testing. Corona will coordinate outside laboratory analytical samples with MSWD's preferred laboratory with costs billed directly to MSWD.

Deliverables:

Bench-scale test plan and water collection procedures



Bench-scale testing summary technical memorandum

Task 4: Cr(VI) Pilot Testing to Evaluate RCF Parameters for Preliminary Design

RFF pilot-scale testing will be conducted to verify selected treatment process performance and identify opportunities for site footprint, and capital and operational cost savings. Additionally, results from Task 4-2 will be used to evaluate backwash water disposal alternatives, including direct sewer discharge, sewer discharge with an equalization tank, and backwash recycling with options for solids removal and handling, as well as the impacts of backwash alternatives to sewer and wastewater treatment (Task 5-2). Pilot testing is proposed to take place at a minimum of 1 and maximum of 2 MSWD well sites. The specific location or locations for pilot testing will be informed by the results of bench-scale testing (Task 3) and opportunities for the greatest optimization and cost savings for full-scale RCF treatment. Site access and pilot water discharge will also be considered for site selection.

Task 4-1: Pilot Test Plan Development

Corona will develop a test plan detailing:

- Test objectives and how each objective is to be accomplished
- Sampling parameters/ frequency and data collection
- Logistics evaluation including site requirements and access
- Division of labor and responsibilities between MSWD and Corona personnel
- Coordination with analytical labs for sample analysis and reporting

Corona will provide a draft test plan to MSWD for review and schedule a virtual meeting with DDW for input and approval of the proposed approach. MSWD and DDW comments will be incorporated into the test plan and a final test plan will be provided to MSWD.

Task 4-2: Pilot Testing

RCF pilot testing will be conducted using a multiple column pilot plant. The test matrix is expected to include filter media configurations/depths, hydraulic loading rates (HLRs), filter runtimes and head loss development, ferrous doses and reduction times, backwash HLRs, and backwash recycling. Additional testing will be conducted on collected backwash water to determine expected volumes, settleability, and water/solids quality. Pilot testing is proposed to take place over a 12-week period, including delivery, initial set-up, operations, and decommissioning. Corona personnel will be onsite for pilot installation and setup (commissioning), complete and routine maintenance for a minimum of two days a week, operational changes, and pilot teardown (decommissioning). Additionally, Corona will be responsible for coordination and data collection/analysis. Discussion of results will be included as an agenda item during bi-weekly meetings and will allow for changes and modifications to pilot operations based on results. It is assumed MSWD personnel will be available for pilot commissioning and decommissioning assistance, and collection of additional samples, regular visual inspections of the pilot equipment, and periodic chemical tank refills when Corona personnel are not onsite. A report will be developed to summarize the results of pilot-scale testing and will be used to inform preliminary RCF treatment design (Task 5). Beyond the previously described details, MSWD will be responsible for the following:

- Off-loading and placement of pilot equipment from a flatbed trailer. Pilot equipment dry weight is approximately 2,900 lbs crated.
 - Surface preparation requires a flat level area for equipment placement – approximately 20 ft long by 8 ft wide.
- Access to climate-controlled environment for on-site workers
- Access to raw, non-chlorinated water with backflow prevention device that meets MSWD standards. 2" FMPT or MPT preferred.
- Well operations that can support a minimum of 8 hours of operations per day.
- Suitable location for process water discharge.
- Electrical connection capable of providing:
 - Voltage 90-132 VAC
 - Current 19.1 FLA MAX @ 120 VAC
- Liquid sodium hypochlorite
- Discharge location for process and backwash water. Typical discharge rates will range from 3 to 12 gpm.
 - MSWD will be responsible for coordination and/or permitting with any external agency for discharge approval.
- Operational support including daily visual inspections of equipment and routine sample collection (as needed)
- Outside laboratory analytical samples will be directed to MSWD's preferred laboratory with costs billed directly to MSWD.

Deliverables:

Pilot Test Plan provided to MSWD and DDW for review and incorporate comments/review, include bench scale results



Draft Pilot Testing Report, Final Pilot Test Plan appended reflecting any changes that occurred during testing



Pilot operations updates and data review incorporated into biweekly meetings

Task 5: RCF Preliminary Design Report

A preliminary design report (PDR) will be developed for RCF treatment at each of the Tier 1-3 MSWD wells. Sewer and wastewater treatment facility conditions will be evaluated to receive the backwash water, including volumes, discharge flow rates, and water quality. The final list of treatment scenarios that will be included in the preliminary design report will be informed by Tasks 3 and 4. WWE is anticipated to provide support in the preparation and delivery of the PDR. RCF treatment configurations will consider the following consolidated and individual wellhead combinations and the treatment backwash water disposal alternatives:

1. Consolidated RCF treatment of Wells 27 and 31 at the shared 27/31 wellsite.
2. Consolidated RCF treatment of Wells 29 and 37 at wellsite 37.
3. Consolidated RCF treatment of Wells 22 and 24 at wellsite 22.
4. Individual wellhead RCF treatment of Well 32 (at wellsite 32).
5. Individual wellhead RCF treatment of Well 33 (at wellsite 33).

Specific items that will be included in the PDR are outlined below:

Task 5-1: RCF Treatment System

- Summarize water quality, treated water quality goals, flow rates, and utilization
- Request for information (RFI) for equipment/media/chemical suppliers
- RCF design specifications and operational parameters that will be informed by bench testing and further optimized by pilot testing:
 - Design specifications - Reduction, vessels, filtration vessels, backwash tanks
 - Operational parameters - Ferrous dosing, backwash frequency and length

Our partners from WWE will provide the following:

- Provide conceptual design layouts for each of the centralized and decentralized well treatment configurations (30 configurations as defined by well, site, and backwash water disposal alternatives)
- Provide conceptual design-level capital and O&M cost opinions (including 20-year NPW) for each of the centralized and decentralized well treatment configurations (10 configurations)
- Provide permitting assistance to identify the Authorities Having Jurisdiction (AHJ) and each AHJ's general permitting requirements relevant to the facility improvements
- Assist Corona in drafting the Draft and Final Preliminary Design Report sections relevant to the above components

Task 5-2: Evaluation options for RCF Backwash Handling, Impacts of Discharging to Sewer, and Wastewater Treatment

Our partners from WWE will provide the following:

- Develop, analyze, and select RCF backwash water handling alternatives (Total of 2) for each of the centralized and decentralized treatment well treatment configurations (Total of 10)
- Analyze the general impacts (hydraulic and loading capacity) of the RCF backwash water to the receiving wastewater treatment plants

Task 5-3: Permitting Support

- Provide permitting assistance to identify the Authorities Having Jurisdiction (AHJ) and each AHJ's general permitting requirements relevant to the facility improvements
- Identify and procure regulatory permitting for RCF as a selected treatment technology
- Identify and procure regulatory permitting for residuals management and discharge to sewer or other disposal methods if needed
- Coordination with DDW

A draft PDR will be issued to MSWD for review to allow for comments that will be incorporated into the final PDR.

Deliverables:



Draft and Final Preliminary Design Report



Draft and Final pre-purchased equipment specifications



Identification of required permitting documentation

Budget and Schedule

The proposed budget for this scope of work as shown in Table 1 is \$638,370, inclusive of labor and other direct costs (ODCs) to be billed monthly on a time and materials basis. Assuming timely issuance of notice to proceed, Corona and WWE can begin work on these efforts immediately with the intent to complete this scope prior to the end of calendar year 2025. This will enable MSWD to proceed with detailed design, construction, and startup of Cr(VI) treatment facilities as soon as possible.

A 10% contingency has been included to allow Corona the ability to address items in a timely matter that may be out of scope, upon approval by MSWD. The ODCs will be reimbursable with a 10% mark-up including travel for staff site visits and pilot testing, pilot equipment and materials, along with laboratory fees and water shipment for bench-scale testing. Outside analytical laboratory costs for bench-scale and pilot-scale testing – estimated at \$20,000 and \$110,000 respectively – are not included in this budget and will be billed directly to MSWD by their chosen analytical laboratory. Subcontractor costs for WWE will have a 5% mark-up.

Table 1 Proposed budget

Task	Task Description	Corona Labor	WWE Labor	Subtotal Costs
1	Project Management	\$ 28,900	-	\$ 28,900
2	Implementation and Monitoring of Interim Plan	\$ 26,620	-	\$ 26,620
3	Bench-scale Testing	\$ 22,180	-	\$ 22,180
4	Pilot-scale Testing	\$ 187,860	-	\$ 187,860
5	Preliminary Design Report	\$ 45,900	\$ 184,160	\$ 230,060
Labor Total		\$ 311,460	\$ 184,160	\$ 495,620
<i>Contingency on Corona's Labor (10%)</i>				\$ 31,150
<i>ODC Bench- and Pilot-scale Testing</i>				\$ 74,000
<i>ODC Travel</i>				\$ 37,600
Total Proposed Value				\$ 638,370

We are grateful to collaborate with MSWD to inform and achieve Cr(VI) compliance. Please contact me by phone at 303-887-1853 or email at cseidel@coronaenv.com should you have any questions or wish to discuss this further.

Very truly yours,



Chad Seidel, Ph.D.
President / Principal in Charge
Corona Environmental Consulting, LLC

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)