

**Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **Ecology Auto Parts, Inc.**
14150 Vine Place
Cerritos, CA 90703

DATE: _____

PROJECT DIR#: N/A

TITLE: **Hauling of Sub-Class "B" Bio-Solids, Grit and Screening Off-site**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Scope of Services and in accordance with Exhibit B – Proposal provided by Ecology Auto Parts, Inc., and per Exhibit C – Term, Early Termination & Notice

Contract price \$: **Not to Exceed \$440,000.00 per year**

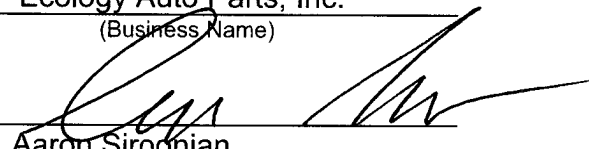
Term: **Three (3) years, from June 1, 2023, to June 1, 2026**

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted: _____
Mission Springs Water District

Consultant: _____
Ecology Auto Parts, Inc.
(Business Name)

By: _____
Arden Wallum
Title General Manager

By:  _____
Aaron Siroonian
Title Chief Operating Officer

Other authorized representative(s): _____
Brian Macy
Assistant General Manager

Other authorized representative(s): _____

_____ Danny Friend
Director of Operations

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she 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 that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto)

Limit – The consultant shall maintain limits no less than the following:

General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury, and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).

1. Automobile Liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.

2. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later edition is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
 - The general 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".
 - Workers Compensation Insurance – 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. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the named insured for the Mission Springs Water District; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer.
 - Consultant shall require and verify that all sub-contractors maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
 - Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
 - In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
- g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
- h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- i. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the

professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

- k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.
- n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or

any other term, covenant, or condition contained in this Agreement whether of the same or different character.

- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- t. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
- u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
- v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
- bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
- cc. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

EXHIBIT A

Scope of Services

Hauling of Sub-Class “B” Bio-Solids, Grit and Screening Off-site

Proposers must have the capability of providing the full range of services outlined in the following Scope of Work. Proposers shall be referred to as “Contractor” in the Scope of Work.

A. Approvals and Permits

The Horton Wastewater Treatment Plant’s (“HWWTP”) “Sub-Class B” biosolids have been tested in accordance with 40 CFR Part 503. This data will be provided to the Contractor on a quarterly basis. It shall be the responsibility of the Contractor to meet the disposal requirements of 40 CFR Part 503. Prior to providing any services for this contract, the Contractor shall submit all documentation confirming that the Contractor has all applicable and required regulatory and land use permits, which legally authorize the Contractor to remove and reuse, or dispose of the biosolids. If tipping or disposal fees or charges at destinations increase beyond an ordinary CPI increase, or if costs increase due to a change in law, such increase in fees, charges or costs will be passed through to Mission Springs Water District (“District” or “MSWD”).

B. Ownership & Reuse

The Contractor shall reuse or properly dispose of all biosolids from the HWWTP in accordance with 40 CFR Part 503 Sludge Disposal Regulations. Biosolids generated at the HWWTP are Class B; however, in the event that the HWWTP produces sub-Class B biosolids, this information will be provided to the Contractor. Sub-Class B biosolids shall be hauled to and disposed of at a landfill or permitted composting facility by the Contractor. As a biosolids generator, the District is required by the 40 CFR Part 503 Sludge Disposal Regulations to ensure that haulers, land-appliers, and anyone who receives the District’s Biosolids comply with these regulations. MSWD shall be allowed access to placement or treatment facilities under the control of the Contractor to assure compliance with applicable State and Federal regulations.

C. Service

The Contractor shall be responsible for the hauling and disposal of the District’s bio-solids and grit and screening from the HWWTP. The average WTPD for removal is 12.5 up to 25 wet tons per day. The Contractor shall provide the necessary equipment to remove and transport all biosolids for disposal/reuse.

Additionally, Contractor shall all furnish labor, materials, and equipment to remove, transport and dispose of non-hazardous solids from the HWWTP. Materials and equipment are to include, but are not limited to, daily rental of a truck, and up to five trailers per week for loading, moving, transporting and disposal of non-hazardous solids. The provided trailers are to be exchanged as needed throughout the week with one trailer being onsite at all times.

D. Transportation Procedures

All trucks shall traverse only major streets through the City of Desert Hot Springs. All of the Department of Transportation requirements and local and state laws and regulations, including speed limits, shall be adhered to. The Contractor shall repair or replace, at the Contractor's sole expense, and assume full responsibility for, any and all damage to District, City, private, or public property that occurs due to the negligence of the Contractor or the Contractor's subcontractors. This includes the cleanup of any spills during the Contractor's regular operations, either on the District's property or public right of way.

All trucks shall enter the HWWTP, load their cargo, and depart the facility in an expeditious and safe manner. Truckers who do not cooperate in this effort shall be barred from entering the HWWTP.

Contractor shall clean the roadways used by any contractor vehicles upon completion of nonhazardous solids removal from the HWWTP.

E. Trailers

All trucks must arrive at and depart from the HWWTP and arrive at and depart from the disposal/reuse facility with their trailers fully tarped and shall have water-tight gates. The Contractor shall be responsible for the cleanup of any spill caused by a truck that fails to meet this requirement.

F. Loads

The District is responsible for the loading of trailers with de-watered sludge.

District staff will fill a trailer until the total weight of the truck, trailer and load is approximately twenty-four (24) wet tons. If the load exceeds the maximum load of the trailer while loading, the truck driver shall be responsible for "trimming" any overloaded trailer, before leaving the plant, in an area designated by the District at the HWWTP.

The de-watered sludge will be in semi-solid state containing from 14% to 18% solids, the remainder being water.

G. Manifests

Each truckload shall be assigned a manifest, which shall include specific information on each biosolids load to facilitate tracking and billing. The Contractor shall provide the manifest forms, which shall include at least two duplicate copies—one for the Contractor and another for the HWWTP. The form shall include information such as the trucking company's name and contact information; a manifest number; date and time; source; field number/site; producer's signature; truck and trailer; gross, tare, and net weight; driver's name and signature; date and time delivered to reuse site; and who the load was accepted by.

H. Reports and Records

The Contractor shall provide the District with a copy of the manifests matched with certified tare and gross weight tickets for each load removed from the HWWTP on a monthly basis. The tickets shall be submitted to the Chief Plant Operator on or before the tenth day of the following month.

MSWD also reserves the right to review any or all records related to the disposal/reuse of the District's biosolids for any marketable purpose, including staff or driver's training records (e.g., defensive driving, spill response, etc.). The option to review may be exercised during the term of the contract, upon termination, or upon completion of the contract, or any time thereafter for up to sixty (60) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation immediately available upon request by the District.

NOTE: SHOULD ANY REPORTS OR RECORDS REQUESTED NOT BE RECEIVED ON OR BEFORE THE REQUIRED DUE DATE, ANY INVOICES SUBMITTED WILL NOT BE APPROVED FOR PAYMENT UNTIL THE REPORTS OR RECORDS HAVE BEEN RECEIVED, ACCEPTED, AND APPROVED BY THE CHIEF PLANT OPERATOR.

I. Equipment Maintenance

All trucks shall arrive at the HWWTP in a clean condition with their exteriors free of biosolids or deleterious material. After unloading biosolids, all trucks shall be cleaned and free of biosolids or deleterious material before entering any public road.

All trucks, trailers, materials, and equipment shall be free of damage, in good operating condition, and maintained in accordance with the manufacturers' recommendations. If any truck becomes disabled while at the HWWTP, the Contractor shall be fully responsible for all costs associated with said disablement. Disabled trucks will be removed from the HWWTP at the Contractor's cost. If a truck becomes disabled after leaving the HWWTP, the Contractor shall ensure that any biosolids transported by the vehicle are disposed of/reused within 48 hours of loading.

J. Spill Response

Prior to issuance of the contract, the Contractor shall provide the District with a detailed plan of action for the handling of any damage or spillage occurrences. If any damage or spillage should occur during the term of the contract, the Contractor shall immediately notify HWWTP's Chief Plant Operator and provide a written incident report within 72 hours.

All truck drivers shall be trained in spill response procedures and shall be able to demonstrate knowledge of the procedures to the District personnel at any time. All trucks shall contain a spill response plan, shovel, brooms, and other necessary equipment to clean up small spills of biosolids that exit the trailer prior to unloading.



CORPORATE SAFETY PLAN

DOCUMENT ID: ECOSAF – 1025

REV: NEW DATE: 03/01/2023

TITLE: **SPILL RESPONSE PLAN**

LOCATION: BIOSOLIDS

1.0 SCOPE

- 1.1 The Spill Response Plan has been written to establish detailed procedures to be followed in case a spill occurs while hauling biosolids.
- 1.2 This Plan applies to personnel involved in the transportation and hauling of biosolids to meet compliance requirements and to ensure spill cleanup procedures are carried out and implemented as planned.

2.0 BIOSOLIDS HAZARDS

- 2.1 Biosolids are considered non-hazardous and non-toxic. Spilled biosolids can cause roadways to become slick. Biosolids should not be allowed to wash into storm drains or water ways.
- 2.2 Use gloves to clean or handle biosolids. Always wash your hands and any body part that came in contact with biosolids with soap and water.
- 2.3 Do not eat or drink while handling or working with biosolids.

3.0 EMERGENCY CONTACTS AND NOTIFICATIONS

- 3.1 In the case a spill or accident occurs during the transportation of biosolids, the following emergency contacts will be contacted, regardless of the amount spilled:
 - Noe Ramirez/Operations Manager Cell (562) 549-6366
 - Bryan Cannon/General Manager Cell (562) 832-8056
 - Joel Santos/Environmental Manager Cell (916) 844-5864
 - Jose Cardenas/Safety Manager Cell (562) 577-1270
 - Jay Blackburn/Safety Supervisor Cell (562) 577- 0938
 - 3.2 An Ecology representative will notify the wastewater treatment plant (WWTP) of the load origin as soon as possible.
 - 3.3 The Dispatcher or an Ecology representative will notify the wastewater treatment plant. (WWTP) where the material originated from about the spill as soon as possible.
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CORPORATE SAFETY PLAN

DOCUMENT ID: ECOSAF – 1025

REV: NEW DATE: 03/01/2023

TITLE: **SPILL RESPONSE PLAN**

LOCATION: BIOSOLIDS

4.0 PERSONAL PROTECTIVE EQUIPMENT

4.1 Trucks hauling biosolids will be carrying the following equipment for their protection in case of a biosolids spill:

- a) First Aid Kit
- b) Cell Phone
- c) Reflective triangles or cones
- d) Gloves
- e) Broom and Shovel to avoid contact with biosolids.
- f) Kitty litter or sand

5.0 RESPONSE INSTRUCTIONS IN CASE OF SPILLS

5.1 If a spill or accident occurs and the driver is not hurt, the following procedures will be followed:

6.0 DRIVER PROCEDURES

- 6.1 The driver will be sure that he/she is safe and not in any danger. If the Driver is in danger or injured, the driver must contact his immediate supervisor.
 - 6.2 If safe to perform, drivers will place traffic cones or reflector triangles to divert traffic around spill.
 - 6.3 If safe to perform and whenever possible driver will contain spill and maintain spill away from waterways or storm drains.
 - 6.4 The driver is responsible to notify his immediate supervisor of spill location and severity.
 - 6.5 Whenever possible spilled material will be cleaned and returned to trailer.
 - 6.6 Biosolids Spill Report Form will be completed (see attached form).
 - 6.7 The truck to remain at site until the complete up has been completed.
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CORPORATE SAFETY PLAN

DOCUMENT ID: ECOSAF – 1025

REV: NEW DATE: 03/01/2023

TITLE: **SPILL RESPONSE PLAN**

LOCATION: BIOSOLIDS

7.0 DISPATCHER PROCEDURES

- 7.1 The appropriate agencies will be contacted (see Emergency Contacts above).
- 7.2 If the spill requires a cleanup crew, one will be dispatched.
- 7.3 The crew will include:
 - a) Two-person crew unless more personnel is needed.
 - b) Rubber tired front-end loader or another loader
 - c) Sandbags and/or hay bales, or absorbent material
 - d) Street sweeper
 - e) Shovels, brooms, cones, and flares
 - f) truck or trailer is not operable, an alternative truck and trailer will be sent
 - g) Contact the generator where the biosolids originated as soon as possible.
 - h) Biosolids Spill Report will be completed and submitted to the appropriate agencies and WWTP.

8.0 SPILL CLEAN UP

- 8.1 If the spill does not require a crew for cleanup, the driver will replace spilled biosolids in trailer.
 - 8.2 If biosolids replaced into trailer were not contaminated, the load will be delivered to its intended site.
 - 8.3 Contaminated biosolids will be sent to an approved landfill for disposal.
 - 8.4 If spill does require a crew, the following cleanup will be performed:
 - a) Contain biosolids to the spill area and block storm drains with sand, sandbags, or absorbent material.
 - b) Place biosolids into one pile using shovels, broom, and/or loader.
-



CORPORATE SAFETY PLAN

DOCUMENT ID: ECOSAF – 1025

REV: NEW DATE: 03/01/2023

TITLE: **SPILL RESPONSE PLAN**

LOCATION: BIOSOLIDS

- c) Load biosolids into operable truck and trailer with loader and shovels.
 - d) Follow any other instructions by local permitting agency or health officer.
Transport spill material to the intended site or disposal site, if contaminated.
 - e) Transport equipment used to intend site or wastewater treatment site to be washed and cleaned.
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EXHIBIT B

May 5, 2023

Mr. Lee Boyer
Mission Springs Water District
66575 2nd Street
Desert Hot Springs, CA 92240
Email: Lboyer@mswd.org
Phone: (760) 275-2339

Re: Biosolids Hauling Proposal

Dear Mr. Lee Boyer:

We are pleased to provide you with the proposal below for your review and consideration.¹

Option A – Landfill (Class B and Sub Class B Biosolids accepted)

Origin Facility	Destination	Trailer Type	RT Miles	Per Ton
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	Salton City Landfill 935 W. Highway 86 Salton City, CA 92275	Belt Trailer	130	\$54.85

Option B – Beneficial Reuse Composting and Soil Extender (Class A and B biosolids accepted)

Origin Facility	Destination	Trailer Type	RT Miles	Per Ton
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	Salton City Landfill 935 W. Highway 86 Salton City, CA 92275	Belt Trailer	130	\$59.50

Option C – Beneficial Reuse Compost (Class B biosolids accepted)

Origin Facility	Destination	Trailer Type	RT Miles	Per Ton
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	Ecology Composting 59260 AZ-72 Salome, AZ	Belt Trailer	458	\$96.00

Option D – Beneficial Reuse Land application – Heinz Hettinga Farms, Dateland, AZ (Class B biosolids or better)

Origin Facility	Destination	Trailer Type	RT Miles	Per Ton
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	Heinz Hettinga Farms Ave 67 Dateland, AZ	Belt Trailer	508	\$93.50

¹ Options that have Salton City Landfill as the destination location include the cost for certified scale tickets. All other Options' certified scale ticket costs will be passed through to Mission Springs Water District.

Safety-First - It's better to lose one minute in life... than to lose life in a minute.

Ecology Auto Parts Inc. 14150 Vine Place Cerritos CA 90703 Phone (562) 921-9974

PROPOSAL VALID FOR 30-DAYS



Option E – Beneficial Reuse Land application – William Perry Farms, Tonopah, AZ (Class B biosolids or better)

Origin Facility	Destination	Trailer Type	RT Miles	Per Ton
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	William Perry Farms Harquahaula Rd. Tonopah, AZ	Belt Trailer	526	\$99.00

Option F – Landfill (Grit Material) To be hauled at minimum once per month

Origin Facility	Destination	Trailer Type	RT Miles	Per Ton
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	Salton City Landfill 935 W. Highway 86 Salton City, CA 92275	End Dump Trailer	130	\$81.10

Note: Mission Springs Water District is responsible for loading all trailers and supplying loader/ operator if needed.

All hauling rates shall be increased (not decreased) on the first anniversary date of the Agreement, and annually thereafter, by a percentage equal to 100% of the consumer price index as provided by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA Area (All Items), for the monthly index period two months prior to the anniversary date as compared to the same index twelve months prior.

Standby time: \$95.00 per hour after 60 minutes at Origin Facility and at Salton City LF.
 Staged Trailer Fee: \$2,000.00 per month per trailer/ \$3,000 per month for yard goat trk
 Load minimum: 23 tons
 Fuel Surcharge
 for diesel trucks: Rates include up to \$ 4.00 per gallon (diesel fuel base) based on California Department of Energy (DOE) per gallon weekly average. Rate only increases if fuel base is exceeded on DOE index ([Gasoline and Diesel Fuel Update - U.S. Energy Information Administration \(EIA\)](#)), fuel recovery is based per mile. Base fuel – DOE California average = Difference per gallon price (DPGP) DPGP divided by 5mpg = Fuel surcharge Price per mile (FSCPM), multiplied by miles round trip, calculated weekly (FSC006)

If you have any questions or if I can be of any assistance, please feel free to call me at (760) 623-6909. Looking forward to exceeding all expectations!

Sincerely,

Bryan Cannon

Bryan Cannon
Ecology Auto Parts

Safety-First - It's better to lose one minute in life... than to lose life in a minute.

Ecology Auto Parts Inc. 14150 Vine Place Cerritos CA 90703 Phone (562) 921-9974

PROPOSAL VALID FOR 30-DAYS

MSWD Financial Analysis for Contract Amount

2023

	Total Wet tons	Number of Trailers	Option A-Landfill (class B and Sub Class B)				Option F-Grit/Screening-1 load/month @12 tons				Totals
			Cost per ton	Hauling cost	Fuel Surcharge	Trailer/Trk rental	Cost per ton	Hauling cost	Fuel Surcharge	Trailer/Trk rental	
Apr	375	15	\$ 54.85	\$ 20,568.75	\$ 491.40	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 29,147.21
May	475	19	\$ 54.85	\$ 26,053.75	\$ 622.44	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 34,763.25
Jun	400	16	\$ 54.85	\$ 21,940.00	\$ 524.16	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 30,551.22
Jul	375	15	\$ 54.85	\$ 20,568.75	\$ 491.40	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 29,147.21
Aug	400	16	\$ 54.85	\$ 21,940.00	\$ 524.16	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 30,551.22
Sep	400	16	\$ 54.85	\$ 21,940.00	\$ 524.16	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 30,551.22
Oct	425	17	\$ 54.85	\$ 23,311.25	\$ 556.92	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 31,955.23
Nov	400	16	\$ 54.85	\$ 21,940.00	\$ 524.16	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 30,551.22
**Dec	400	16	\$ 54.85	\$ 21,940.00	\$ 524.16	\$ 10,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 35,551.22
Jan	425	17	\$ 54.85	\$ 23,311.25	\$ 556.92	\$ 10,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 36,955.23
Feb	450	18	\$ 54.85	\$ 24,682.50	\$ 589.68	\$ 10,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 38,359.24
Mar	475	19	\$ 54.85	\$ 26,053.75	\$ 622.44	\$ 10,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 39,763.25
				\$ 274,250.00	\$ 6,552.00	\$ 80,000.00	\$ 973.20	\$ 11,678.40	\$ 393.12	\$ 24,000.00	\$ 397,846.72

Estimated Landfill Totals

5000.00	200
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plus 10% contingency \$ 437,631.39

Rounded \$ 440,000.00

** Includes extra trailer and yard goat for Wright Water Reclamation Facility going operational

EXHIBIT C

Term, Early Termination & Notice

Hauling of Sub-Class “B” Bio-Solids, Grit and Screening Off-site

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and the Term shall run from June 1, 2023, to June 1, 2026. This contract also terminates and replaces any previous agreements between the Mission Springs Water District and Ecology Auto Parts, Inc. for Hauling of Sub-Class “B” Bio-Solids, Grit and Screening Off-site in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This Agreement may be terminated at any time prior to its termination date or any renewal thereof by written notice of termination as follows:

- a. By Contractor to MSWD if Contractor can no longer lawfully perform the services required herein; provided however that Contractor shall provide to MSWD a copy of any notification, whether formal or not, of a legal, government, judicial, administrative or similar proceeding, action or enforcement, pending or threatened, that will impair Contractor’s ability to lawfully perform the services required herein,
- b. By either party in the event the defaulting party fails to cure a material breach of this Agreement within thirty (30) days of receipt of a written notice from the non-defaulting party of such material breach, or
- c. By MSWD upon ninety (90) days written notice to the Contractor if MSWD’s Board of Directors has made a binding determination that continuation of Agreement is not in the best interests of MSWD and its customers/users.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and Ecology Auto Parts, Inc.

OWNER

Attn: Lee Boyer
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONSULTANT

Attn: Aaron Siroonian
Ecology Auto Parts, Inc.
14150 Vine Place
Cerritos, CA 90703