

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

TO: West Yost & Associates, Inc.  
2020 Research Pk. Dr. Ste. #100  
Davis, CA 95618

DATE: 11/29/2022  
PROJECT DIR#: N/A

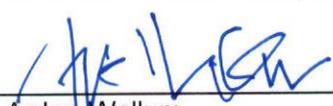
**FIRST AMENDMENT TO CONTRACT AGREEMENT**

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and **West Yost Associates, Inc.** parties to an agreement for **Preparation of a TDS Impact Evaluation Work Plan for the Horton Wastewater Treatment Plant Technical Reports** (the "Agreement"), dated **March 1, 2022**.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:  
  
**The Amendment will increase the amount of the Agreement from a Not to Exceed amount of \$44,166.00 to a Not to Exceed amount of \$181,306.00 per Attachment 1. This Amendment will increase the term of the Contract Agreement from eight (8) months to one (1) year and seven (7) months. Contract will expire October 1, 2023.**
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

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

**Accepted:**

Mission Springs Water District

By: 

Arden Wallum

Title General Manager

Other authorized representative(s):

Eric Weck

Engineering Manager

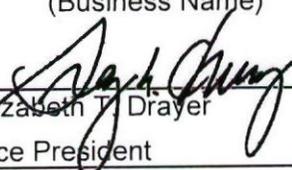
Brian Macy

Assistant General Manager

**Consultant:**

West Yost & Associates, Inc.

(Business Name)

By: 

Elizabeth T. Drayer

Title Vice President

Other authorized representative(s):

Greg Chung for

# ATTACHMENT 1



23692 Birtcher Drive  
Lake Forest CA 92630

949.420.3030 phone  
530.756.5991 fax  
westyost.com

October 3, 2022

SENT VIA: EMAIL

Brian Macy  
Assistant General Manager  
Mission Springs Water District  
66575 2nd Street  
Desert Hot Springs, CA 92240

**SUBJECT: Proposal for Regulatory Support Services for the Mission Springs Water District to Prepare a TDS Impact Evaluation Work Plan for the Horton Water Reclamation Facility Pursuant to Order R7-2022-0008**

Dear Mr. Macy:

Pursuant to your request, West Yost has prepared this letter proposal to provide the Mission Springs Water District (MSWD) with a proposed scope of services, budget, and schedule to prepare a Total Dissolved Solids (TDS) Impact Evaluation Work Plan (Work Plan) pursuant to Order R7-2022-0008 for the Horton Wastewater Treatment Plant (WWTP).

## BACKGROUND

MSWD owns and operates the Horton WWTP, where it collects, treats and discharges wastewater. The wastewater is treated through secondary treatment and the secondary-treated effluent is discharged to eight percolation ponds located on-site. The discharge is regulated pursuant to waste discharge requirements issued by the Colorado Regional Water Quality Control Board (Regional Board), which was recently updated under Order No. R7-2022-0008 (Permit).

Pursuant to Section G of the Permit (*Special Provisions*), MSWD is required to submit to the Regional Water Board's Executive Officer for review and approval two technical reports:

1. TDS Impact Evaluation Report and Work Plan. The Work Plan must include a time schedule to:
  - i. Monitor groundwater and determine background concentration for TDS in the area of discharge from the Horton WWTP.
  - ii. Determine if wastewater discharged to the infiltration basins is causing or contributing to the increased TDS levels in areal groundwater.
  - iii. Ensure that any proposed effluent limitations for TDS does not cause an exceedance of the receiving water limitations for groundwater.

The technical report may include:

- i. An evaluation of the local hydrogeology.
- ii. Identification of sources of TDS loading that could influence local TDS concentrations in groundwater.

- iii. A proposal to install groundwater monitoring wells to further evaluate the impact of the discharge to the infiltration basins.
2. Nitrogen Control Strategy Technical Report. The Report will include:
    - i. A work plan to achieve an effluent limitation for total nitrogen of 10 milligrams per liter (mg/l) or lower of treated wastewater discharged to the ponds.
    - ii. A time schedule for any WWTP improvements or other activities necessary to achieve the effluent limitation.

This letter describes a proposed scope of services, budget, and schedule to prepare the TDS Impact Evaluation Work Plan. This effort will leverage the *Workplan to Develop the Coachella Valley Salt and Nutrient Management Plan* [CV-SNMP].<sup>1</sup> The objective of the CV-SNMP will be to sustainably manage salt and nutrient loading in the Coachella Valley Groundwater Basin (Basin) in a manner that protects its long-term beneficial uses. The workplan included a regional groundwater monitoring program that described: the initial sampling network of wells; the spatial and vertical gaps in the monitoring network; how the gaps will be filled; and the sampling and analysis protocols. TDS and nitrogen are the main chemical parameters that will be monitored.

## SCOPE OF SERVICES

The following is a list of the key tasks necessary to perform the proposed Scope of Services, each further described below:

- Task 1. Project Kickoff/Collect Data and Reports
- Task 2. Describe the Current Physical Setting
- Task 3. Describe Monitoring and Reporting Program
- Task 4. Prepare TDS Impact Evaluation Work Plan
- Task 5. Ad Hoc Meetings and Project Administration

### Task 1. Project Kickoff/Collect Data and Reports

The objectives of this task are to:

1. Achieve consensus on the objectives and outline of the final Work Plan.
2. Compile and review all readily available reports, data, and information necessary to complete the Work Plan.

The main activities of this task include:

- West Yost will prepare a draft outline of the Work Plan and submit the outline to the MSWD for review and comment.

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<sup>1</sup> West Yost Associates, Inc. 2021. *Workplan to Develop the Coachella Valley Salt and Nutrient Management Plan*. Prepared for the Coachella Valley SNMP Agencies. September 2, 2021.

- West Yost will prepare for and lead a project kickoff meeting. The agenda for the kickoff meeting will be (i) the objectives and outline of the final Work Plan; (ii) the schedule to complete the Work Plan; and (iii) the reports, data, and information necessary to complete the Work Plan.
- West Yost will collect, review, and compile reports, data, and information necessary to complete the Work Plan.
- West Yost will finalize the outline of the Work Plan and submit the outline to MSWD.

#### **Task 1 Assumptions**

- Client will prepare for and attend the kickoff meeting.
- Client will review and provide comments on the draft outline of the work plan.
- Client will assist West Yost in identifying and compiling the reports, data, and information.

#### **Task 1 Deliverables**

- Draft and final outline of the Work Plan.

## **Task 2. Describe the Current Physical Setting**

The objective of this task is to characterize the physical setting of the groundwater basin in the vicinity of the Horton WWTP —particularly for those factors that influence the local TDS concentrations in groundwater, such as: the structure and composition of the aquifer system; the occurrence and movement of groundwater; and the origin, transport, and fate of TDS in groundwater.

The main activities of this task include:

- West Yost will prepare data graphics to describe the physical setting in the vicinity of the Horton WWTP, including:
  - A map of: surface geology; groundwater basin and subbasin boundaries; the location of the Horton WWTP and its percolation ponds; other local sources of TDS loading; the locations of production and monitoring wells; groundwater elevations and flow directions; and the current TDS concentrations in groundwater.
  - Two hydrogeologic cross sections that display the subsurface structure and composition of the aquifer system, groundwater levels and flow directions, and TDS concentrations in groundwater.
  - Time-series charts of TDS concentrations at wells.
- West Yost will prepare draft text to describe the physical setting in the vicinity of the Horton WWTP. The text will reference the data graphics prepared in this task and will rely on past work and reports collected in Task 1.

## **Task 3. Describe Monitoring and Reporting Program**

The objective of this task is to develop a monitoring and reporting program that will satisfy the requirements of Section G.1. of the Permit (*Special Provisions—TDS Impact Evaluation Work Plan*). Specifically, these requirements include:

- i. Monitor groundwater and determine background concentration for TDS in the area of discharge from the Horton WWTP.
- ii. Determine if wastewater discharged to the infiltration basins is causing or contributing to the increased TDS levels in areal groundwater.
- iii. Ensure that any proposed effluent limitations for TDS does not cause an exceedance of the receiving water limitations for groundwater.

The main activities of this task include:

- West Yost will prepare a map of the monitoring locations. The map will be based on the map of the physical setting prepared in Task 2.
- West Yost will prepare draft text and tables to describe the monitoring locations, chemical analytes, frequency of sampling, and protocols for laboratory analyses and data reporting.
- West Yost will prepare draft text to describe the process for annual reporting of results, interpretations, and recommendations. The interpretations in the annual report will address all three requirements listed above. The recommendations in the annual report will address any adaptations to the monitoring and reporting program that are necessary to satisfy all three requirements listed above.

The development of this monitoring and reporting program will leverage the groundwater monitoring program of the CV-SNMP, as well as the development and implementation of the CV-SNMP itself, to the maximum extent possible.

## **Task 4. Prepare TDS Impact Evaluation Work Plan**

The objective of this task is to prepare the *TDS Impact Evaluation Work Plan* that will satisfy the requirements of Section G.1. of the Permit and be approved by the Executive Officer of the Regional Board.

The main activities of this task include:

- West Yost will compile the text, tables, and figures prepared in Tasks 2 and 3, prepare an administrative draft Work Plan, and submit it to MSWD for review and comment. West Yost will lead a conference call with MSWD staff to discuss the administrative draft Work Plan and receive verbal feedback. MSWD staff will provide West Yost with written comments and suggested revisions within two weeks of receiving the administrative draft Work Plan.
- West Yost will prepare a draft Work Plan based on the comments and suggested revisions received from MSWD. MSWD will submit the draft Work Plan to the Regional Board for review and comment. West Yost will lead a conference call with Regional Board and MSWD staff to discuss the draft Work Plan and receive verbal feedback. Regional Board staff will provide West Yost and MSWD with written comments and suggested revisions.
- West Yost will prepare a final Work Plan based on the comments and suggested revisions received from Regional Board staff. MSWD will submit the final Work Plan to the Regional Board.

#### Task 4 Assumptions

- MSWD staff will require one (1) round of review/comment on the administrative draft Work Plan.
- Regional Board staff will require one (1) round of review/comment on the draft Work Plan.

#### Task 4 Deliverables

- West Yost will provide electronic copies of the administrative draft, draft, and final Work Plans.
- West Yost will provide all GIS layers prepared for the Work Plan.

## Task 5. Ad Hoc Meetings and Project Administration

In this task, West Yost will: prepare for and conduct up to two virtual coordination meetings with MSWD staff; coordinate staffing over the duration of the project; and provide monthly invoices and progress reports to MSWD staff of project progress, schedule, and budget status.

## PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the Scope of Services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2022 Billing Rate Schedule, with a not-to-exceed budget of \$44,147. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

<b>Table 1. Estimated Project Hours and Budget</b>		
<b>Task</b>	<b>Level of Effort, hours</b>	<b>Estimated Budget, dollars</b>
Task 1. Project Kickoff/Collect Data and Reports	25	6,011
Task 2. Describe the Current Physical Setting	62	14,260
Task 3. Describe Monitoring and Reporting Program	34	8,168
Task 4. Prepare TDS Impact Evaluation Report and Work Plan	56	13,082
Task 5. Ad Hoc Meetings and Project Administration	10	2,626
<b>Total Project Hours and Budget</b>	<b>200</b>	<b>\$44,147</b>

## SCHEDULE

West Yost anticipates providing the draft Work Plan within ten (10) weeks after receiving notice to proceed and all required data in Task 1. Preparation of the final Work Plan is dependent on the speed of review and comment by the Regional Board, which is uncertain.

Thank you for providing West Yost the opportunity to be of service to the MSWD on this important project. Please call with questions or requests for additional information.

Sincerely,  
WEST YOST



Andrew (Andy) Malone, PG  
Principal Geologist II  
PG #8700



Carolina Sanchez, PE  
Senior Engineer I  
RCE #85598

Attachment: A. West Yost 2022 Billing Rate Schedule



## Attachment A

# West Yost's 2022 Billing Rate Schedule

# 2022 Billing Rate Schedule

(Effective August 1, 2022 through December 31, 2022)\*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
<b>ENGINEERING</b>	
Principal/Vice President	\$328
Engineer/Scientist/Geologist Manager I / II	\$310 / \$324
Principal Engineer/Scientist/Geologist I / II	\$280 / \$298
Senior Engineer/Scientist/Geologist I / II	\$251 / \$264
Associate Engineer/Scientist/Geologist I / II	\$215 / \$231
Engineer/Scientist/Geologist I / II	\$173 / \$201
Engineering Aide	\$101
Field Monitoring Services	\$93
Administrative I / II / III / IV	\$89 / \$112 / \$134 / \$148
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$322 / \$324
Principal Tech Specialist I / II	\$296 / \$306
Senior Tech Specialist I / II	\$271 / \$283
Senior GIS Analyst	\$245
GIS Analyst	\$232
Technical Specialist I / II / III / IV	\$173 / \$197 / \$221 / \$247
Technical Analyst I / II	\$124 / \$148
Technical Analyst Intern	\$100
Cross-Connection Control Specialist I / II / III / IV	\$129 / \$140 / \$157 / \$175
CAD Manager	\$195
CAD Designer I / II	\$151 / \$171
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$313
Construction Manager I / II / III / IV	\$191 / \$205 / \$217 / \$275
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$167 / \$185 / \$207 / \$215
Apprentice Inspector	\$151
CM Administrative I / II	\$81 / \$109
Field Services	\$215

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

# 2022 Billing Rate Schedule

(Effective August 1, 2022 through December 31, 2022)\*



## Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$270 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Gas Detector	\$80 / day
Generator	\$39 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Controller	\$75 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter	\$19 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$15 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$22 / day
Vehicle	\$10 / day
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$27 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day



23692 Birtcher Drive  
Lake Forest CA 92630

949.420.3030 phone  
530.756.5991 fax  
westyost.com

October 3, 2022

SENT VIA: EMAIL

Brian Macy  
Assistant General Manager  
Mission Springs Water District  
66575 2nd Street  
Desert Hot Springs, CA 92240

**SUBJECT: Proposal for Regulatory Support Services for the Mission Springs Water District to Prepare a Nitrogen Control Strategy Technical Report for the Horton Water Reclamation Facility Pursuant to Order R7-2022-0008**

Dear Mr. Macy:

Pursuant to your request, West Yost is pleased to present this letter proposal to provide the Mission Springs Water District (MSWD) with a proposed scope of services, budget, and schedule to prepare a Nitrogen Control Strategy Technical Report (Technical Report) pursuant to Waste Discharge Requirements, Order R7-2022-0008 (Permit), which was issued for the Horton Wastewater Treatment Plant (WWTP) by the Colorado Regional Water Quality Control Board (Regional Board) on April 12, 2022.

## **BACKGROUND**

MSWD is owns and operates the Horton WWTP. The treatment facilities include an extended aeration activated sludge process and the secondary-treated effluent is discharged to eight percolation ponds located onsite. Pursuant to Special Provisions, Section G.2.a of the Permit, MSWD is required to submit for review and approval the subject Technical Report. The Technical Report must include:

- A work plan to achieve an effluent limitation for total nitrogen of 10 milligrams per liter (mg/L) or lower of treated wastewater discharged to the ponds.
- A time schedule for any WWTP improvements of other activities necessary to achieve the proposed effluent limitation.

The Technical Report must be submitted within twelve (12) months of adoption of the Permit, or by April 12, 2023.

This letter describes a proposed scope of services, budget, and schedule to prepare the Technical Report. This effort will leverage the following technical efforts/reports:

1. **Study to Evaluate the Effects of Nitrogen Discharges to Groundwater.**<sup>1</sup> This report was prepared pursuant to the previous permit for the Horton WWTP, Waste Discharge Requirements Order R7-2014-0049. The goal of this previous study was to evaluate the effects of nitrogen in the discharges from the WWTP on groundwater. The report provides an overview of the Horton WWTP effluent concentrations, groundwater at wells in the vicinity of the Horton WWTP, and summarizes the conclusions of a statistical evaluation conducted to estimate the significance of the nitrogen in the effluent to the groundwater.
2. **Work Plan to Develop the Coachella Valley Salt and Nutrient Management Plan [CV-SNMP].**<sup>2</sup> The objective of the CV-SNMP will be to sustainably manage salt and nutrient loading in the Coachella Valley Groundwater Basin (Basin) in a manner that protects its long-term beneficial uses. Implementation of the Work Plan is an ongoing effort led by multiple water and wastewater agencies in the Coachella Valley, including the MSWD. The Work Plan includes a regional groundwater monitoring program that describes: the initial network of monitoring wells; the spatial and vertical gaps in the monitoring network; how the gaps will be filled; and the sampling and analysis protocols. TDS and nitrogen are the main chemical parameters that will be monitored. It is anticipated that the outcome of the Work Plan will be a clarification on what additional protections are needed with respect to discharges from all dischargers within the basin, including the Horton WWTP, to protect the beneficial uses of groundwater in the Coachella Valley.

## PROJECT APPROACH

West Yost proposes that the Technical Report will describe a phased approach to meeting the total nitrogen requirements. This phased approach will include the following elements:

1. A characterization of the existing nitrogen concentrations through the entire process of treatment, to disposal, to receiving water (groundwater).
2. A description of potential near-term operational improvements that can be made to reduce the total nitrogen in the discharges from the WWTP. These improvements are expected to include implementation of control measures to achieve more reliable simultaneous nitrification/denitrification in the WWTP's oxidation ditches. The intention with these improvements is to improve performance but not, necessarily, allow the WWTP to meet the 10 mg/L limitation.
3. A Facilities Plan for the potential near-term operational improvements identified in (2.) above.
4. A proposed monitoring program to describe the soil-aquifer treatment that occurs during the percolation process. The results of the monitoring program will provide a more accurate description of nitrogen loading from the wastewater discharges to the underlying groundwater.

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<sup>1</sup> EnviroLogic Resources Inc. 2017. *Study to Evaluate the Effects of Nitrogen Discharges to Groundwater – Alan L. Horton Wastewater Treatment Plant, Desert Hot Springs, California*. August 4, 2017.

<sup>2</sup> West Yost Associates, Inc. 2021. *Workplan to Develop the Coachella Valley Salt and Nutrient Management Plan*. Prepared for the Coachella Valley SNMP Agencies. September 2, 2021.

5. Implementation of the operational improvements and monitoring program in (3.) and (4.) above.
6. A report that assesses the efforts described above, along with the CV-SNMP findings, and identifies additional steps needed to comply with the CV-SNMP, if any.
7. More extensive upgrade to the WWTP, should it be deemed necessary following the completion of steps described above.

MSWD will benefit from completing the work described above within the timeframe of the larger CV-SNMP efforts. As noted above, it is expected that the CV-SNMP will define the broader expectations for the basin with respect to nitrogen loading from all sources and clarify what additional protections are needed with respect to nitrogen discharges from the Horton WWTP. West Yost is currently working to complete the CV-SNMP, and it is expected that the CV-SNMP will be completed by 2026 or 2027. Therefore, the timeline for all efforts that will be proposed in the Technical Report will be consistent with the CV-SNMP timeline.

This letter proposal is to develop the Technical Report required under the Permit, which will include Items 1, 2 and 4 above and a timeline for completing the remaining items.

## **SCOPE OF SERVICES**

The following is a list of the key tasks necessary to perform the proposed Scope of Services, each further described below:

- Task 1. Project Kickoff/Collect Data and Reports
- Task 2. Nitrogen Concentrations through the Treatment/Disposal Process Characterization
- Task 3. Operational Strategies for Reducing Nitrogen Discharges from the WWTP
- Task 4. Nitrogen Removal During Percolation Soil Aquifer Through Shallow Soils Monitoring Plan
- Task 5. Prepare the Nitrogen Control Strategy Technical Report
- Task 6. As-Needed Support
- Task 7. Project Management

### **Task 1. Project Kickoff/Collect Data and Reports**

The objectives of this task are to:

1. Achieve consensus on the objectives of the Technical Report with MSWD and the Regional Board.
2. Compile and review all readily available reports, data, and information necessary to complete the Technical Report.

The main activities of this task include:

- West Yost will prepare for and lead a project kickoff meeting. The agenda for the kickoff meeting will be (i) the anticipated objectives of the final Technical Report (ii) the schedule to complete the Technical Report; and (iii) the reports, data, and information necessary to complete the Technical Report.

- Following the kickoff meeting, West Yost will prepare a data request email.
- West Yost will collect, review, and compile reports, data, and information necessary to complete the Technical Report.

#### **Task 1 Assumptions**

- Client will prepare for and attend the kickoff meeting.
- Client will assist West Yost in identifying and compiling the reports, data, and information.
- All requested data will be provided in electronic (MS Excel) format within two weeks of the submitted request.

#### **Task 1 Deliverables**

- West Yost will prepare a draft meeting agenda in MS Word format prior to the Kickoff Meeting.
- West Yost will provide an email summarizing action items from the Kickoff Meeting within one week of the meeting.
- West Yost will prepare a data request email, detailing the information needs to support this project.

## **Task 2. Nitrogen Concentrations through the Treatment/Disposal Process Characterization**

The objective of this task is to characterize the nitrogen concentrations through the entire process of treatment, to disposal, to receiving water (groundwater). The main activities of this task include:

- Prepare a site characterization map of surface geology; groundwater basin and subbasin boundaries; the location of the Horton WWTP and its percolation ponds; other local sources of nitrogen loading; the locations of production and monitoring wells; groundwater elevations and flow directions; and the current nitrogen concentrations in groundwater.
- Prepare time-series charts of nitrogen concentrations through the entire process of treatment, to disposal, to receiving water (groundwater).
- Prepare draft text to characterize the nitrogen concentrations through the entire process of treatment, to disposal, to receiving water (groundwater).

#### **Task 2 Deliverables**

- West Yost will provide maps of the site in electronic (PDF) format.

## **Task 3. Operational Strategies for Reducing Nitrogen Discharges from the WWTP**

The objective of this task is to assess the feasibility of achieving reduced WWTP effluent nitrogen concentrations through operational changes. The main activities of this task include:

- Review and characterize the WWTP design and process from data/information collected under Task 1 and Task 2.
- Conduct a WWTP site visit and meet with operations staff to gain a better understanding of the current operational strategies and identify opportunities for reducing effluent nitrogen concentrations.

- Develop a conceptual operational approach for reducing nitrogen levels. [Further evaluation of the conceptual approach will be completed following approval of the Technical Report by the Regional Board.]
- Conduct Project Meeting No. 1 with MWWD staff to discuss the findings and recommendations from this task.

### **Task 3 Assumptions**

- WWTP Operations Staff knowledgeable about the secondary treatment system process control strategy will be participate in the site visit and be available to answer questions.

### **Task 3 Deliverables**

- West Yost will prepare a draft meeting agenda in MS Word format prior Project Meeting No. 1.
- West Yost will provide an email summarizing action items from Project Meeting No. 1 within one week of the meeting.

## **Task 4. Nitrogen Removal During Percolation Through Shallow Soils Monitoring Plan**

The objective of this task is to identify the need for, and benefit of, characterizing the soil-aquifer treatment that occurs during the percolation process at the disposal basins. This effort will include developing a monitoring program to collect the data necessary to demonstrate the nitrogen-loss processes at the disposal basins. The main activities of this task include:

- Prepare a map of the recommended soil-aquifer treatment monitoring locations based on the site characterization map developed in Task 2. [Implementation of the monitoring plan will be completed following approval of the Technical Report by the Regional Board.]
- Conduct Project Meeting No. 2 with MWWD staff to discuss the findings and recommendations from this task.

### **Task 4 Deliverables**

- West Yost will provide maps documenting recommended monitoring locations in electronic (PDF) format.
- West Yost will prepare draft meeting agenda in MS Word format prior to the Project Meeting No. 2.
- West Yost will provide an email summarizing action items from the Project Meeting No. 2 within one week of the meeting.

## **Task 5. Nitrogen Control Strategy Technical Report**

The objective of this task is to prepare the Technical Report in accordance with the requirements of Section G.2.a of the Permit. The main activities of this task include:

- Compile the text, tables, and figures prepared in Tasks 2, 3 and 4, prepare an administrative draft Technical Report, and submit it to MSWD for review and comment.
- Lead a conference call with MSWD staff to discuss the administrative draft Technical Report and receive verbal feedback.
- Prepare a draft Technical Report based on the comments and suggested revisions received from MSWD.

- Prepare a cover letter to support submission of the draft Technical Report by MSWD to the Regional Board.
- Lead a conference call with Regional Board and MSWD staff to discuss the draft Technical Report and receive verbal feedback.
- Prepare a final Technical Report based on the comments and suggested revisions received from Regional Board staff.
- Prepare a cover letter to support submission of the draft Technical Report by MSWD to the Regional Board.

#### **Task 5 Assumptions**

- MSWD staff will provide one (1) round of review/comment on the administrative draft Nitrogen Control Strategy Technical Report.
- MSWD staff will provide West Yost with written comments and suggested revisions within two weeks of the conference call.
- Regional Board staff will require only one (1) review meeting regarding the draft Nitrogen Control Strategy Technical Report.
- Regional Board staff will provide West Yost and MSWD with written comments and suggested revisions, as appropriate.
- Revisions required by the Regional Board, if any, will be minor. If the Regional Board does not support the Technical Report approach described previously in this letter proposal, a budget amendment may be needed to support a major revision the report.
- MSWD will submit the final Technical Report to the Regional Board.

#### **Task 5 Deliverables**

- West Yost will provide an electronic, (PDF) copies of the administrative draft, draft, and final Nitrogen Control Strategy Technical Report.
- West Yost will provide an electronic (word) copy of the draft Technical Report transmittal cover letter, to be printed on MSWD letterhead and submitted with the Technical Report.
- West Yost will provide a GIS layers and mapping prepared for the Nitrogen Control Strategy Technical Report.
- West Yost will provide an electronic (word) copy of the final Technical Report transmittal cover letter, to be printed on MSWD letterhead and submitted with the Technical Report.

### **Task 6. As-Needed Support**

Following submission of the Technical Report, the Regional Board may require additional meetings or information to support the Technical Report approach which could require assistance from West Yost. MSWD may also require support from West Yost in planning and/or developing the next steps for the study. This task provides for these as-needed support services.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been requested by the MWMC and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget

amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

#### Task 6 Deliverables

- West Yost will be coordinated with MSWD if services are requested.

### Task 7. Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices.

#### Task 7 Assumptions

- The duration for the project will be approximately six months.

#### Task 7 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.

## PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the Scope of Services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2022 Billing Rate Schedule, with a not-to-exceed budget of \$92,993. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Project Hours and Budget		
Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Project Kickoff/Collect Data and Reports	36	8,612
Task 2. Nitrogen Concentrations through the Treatment/Disposal Process Characterization	36	8,717
Task 3. Operational Strategies for Reducing Nitrogen Discharges from the WWTP	90	23,704
Task 4. Nitrogen Removal During Percolation Through Shallow Soils Monitoring Plan	44	11,562
Task 5. Nitrogen Control Study Technical Report	106	25,098
Task 6. As-Needed Support	36	10,216
Task 7. Project Management	14	4,484
<b>Total Project Hours and Budget</b>	<b>362</b>	<b>\$92,993</b>

## SCHEDULE

West Yost anticipates the following timeline for the key project milestones:

- **Kickoff Meeting:** within one (1) week after receiving notice to proceed
- **Data Request:** one (1) week after kickoff meeting
- **Receive Data from MSWD:** two (2) weeks after receiving data request from West Yost
- **WWTP Site Visit:** three (3) weeks after receiving all required data
- **Progress Meeting No. 1:** six (6) weeks following the site visit
- **Progress Meeting No. 2:** four (4) weeks after receiving all required data
- **Administrative Draft Technical Report (to MSWD):** four (4) weeks following Progress Meeting No. 1. (Anticipated to be seventeen (17) weeks following notice to proceed)
- **Administrative Draft Review Meeting:** one (1) week following submission of the administrative draft Technical Report
- **Comments on Administrative Draft Technical Report from MSWD:** two (2) weeks following the administrative draft Technical Report review meeting
- **Draft Technical Report (to Regional Board):** two (2) weeks following receipt of comments from MSWD. (Anticipated to be twenty-two (22) weeks following notice to proceed)

As noted previously, the Technical Report is due to the Regional Board by April 12, 2023. Therefore, West Yost must receive notice to proceed no later than November 9, 2022, to meet the Permit deadline for submission.

Preparation of the final Technical Report is dependent on the speed of review and comment by the Regional Board, which is uncertain.

Thank you for providing West Yost the opportunity to be of service to the MSWD on this important project. Please call with questions or requests for additional information.

Sincerely,  
WEST YOST



Kathryn Gies, PE  
Engineering Manager



Andy Malone  
Principal Geologist II

Attachment: A. West Yost 2022 Billing Rate Schedule

Attachment A

## West Yost's 2022 Billing Rate Schedule

# 2022 Billing Rate Schedule

(Effective August 1, 2022 through December 31, 2022)\*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
<b>ENGINEERING</b>	
Principal/Vice President	\$328
Engineer/Scientist/Geologist Manager I / II	\$310 / \$324
Principal Engineer/Scientist/Geologist I / II	\$280 / \$298
Senior Engineer/Scientist/Geologist I / II	\$251 / \$264
Associate Engineer/Scientist/Geologist I / II	\$215 / \$231
Engineer/Scientist/Geologist I / II	\$173 / \$201
Engineering Aide	\$101
Field Monitoring Services	\$93
Administrative I / II / III / IV	\$89 / \$112 / \$134 / \$148
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$322 / \$324
Principal Tech Specialist I / II	\$296 / \$306
Senior Tech Specialist I / II	\$271 / \$283
Senior GIS Analyst	\$245
GIS Analyst	\$232
Technical Specialist I / II / III / IV	\$173 / \$197 / \$221 / \$247
Technical Analyst I / II	\$124 / \$148
Technical Analyst Intern	\$100
Cross-Connection Control Specialist I / II / III / IV	\$129 / \$140 / \$157 / \$175
CAD Manager	\$195
CAD Designer I / II	\$151 / \$171
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$313
Construction Manager I / II / III / IV	\$191 / \$205 / \$217 / \$275
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$167 / \$185 / \$207 / \$215
Apprentice Inspector	\$151
CM Administrative I / II	\$81 / \$109
Field Services	\$215

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

# 2022 Billing Rate Schedule

(Effective August 1, 2022 through December 31, 2022)\*



## Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$270 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Gas Detector	\$80 / day
Generator	\$39 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Controller	\$75 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter	\$19 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$15 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$22 / day
Vehicle	\$10 / day
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$27 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

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

TO: West Yost & Associates, Inc.  
2020 Research Pk. Dr. Ste. #100  
Davis, CA 95618

DATE: September 28, 2023

PROJECT DIR#: N/A

**SECOND AMENDMENT TO CONTRACT AGREEMENT**

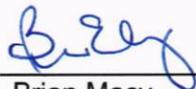
1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and **West Yost Associates, Inc.** parties to an agreement for **Preparation of a TDS Impact Evaluation Work Plan for the Regional Water Reclamation Facility (formerly West Valley Water Reclamation Facility) Project** (the "Agreement"), dated **March 1, 2022**.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:  
  
**This Amendment will increase the term of the Contract Agreement from a completion date of October 1, 2023 to January 31, 2024 to allow for the Regional Water Quality Control Board approval of the TDS and Nitrogen Workplans.**
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

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

**Accepted:**

Mission Springs Water District

By:



Brian Macy

Title Interim General Manager

Other authorized representative(s):

Eric Weck

Engineering Manager

**Consultant:**

West Yost & Associates, Inc.

(Business Name)

By:



Elizabeth T. Drayer

Title Vice President

Other authorized representative(s):

**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 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.**

**TO: West Yost  
2020 Research Park Drive Ste. #100  
Davis, CA 95618**

**DATE:** Mar 1, 2022

**TITLE: Preparation of a TDS Impact Evaluation Work Plan for the Regional Water Reclamation Facility (formerly West Valley Water Reclamation Facility) Project**

The undersigned Consultant agrees to furnish the following:

**All Work/Services per the attached Exhibit A – Scope of Work and Proposal, and per Exhibit B – Term, Early Termination & Notice**

Contract price \$: Not to Exceed \$44,166.00

Term: Eight (8) months from the effective Agreement DATE above

Instructions: Sign and return the originals. 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:  
West Yost & Associates, Inc.  
(Consultant)

By: *Brian E Macy*  
Brian E Macy (Mar 1, 2022 10:04 PST)  
Brian Macy

By: *Elizabeth T. Drayer*  
Elizabeth T. Drayer

Title Assistant General Manager

Title Vice President

Other authorized representative(s):  
Eric Weck  
Engineering Manager

Other authorized representative(s):  
Thomas J. Calabrese  
President

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 indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons to the extent caused by the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Notwithstanding any language to the contrary in this Agreement, Consultant shall only be required to reimburse Mission Springs Water District for defense fees and costs (including reasonable attorney's fees), in proportion to Consultant's proven acts of negligence and further, only to the extent such fees and costs were directly attributable to Mission Springs Water District's defense of a suit based on Consultant's proven negligence. The Parties also acknowledge that this Agreement is subject to California Civil Code 2782.8 as amended and effective January 1, 2018. 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 indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons to the extent caused by the negligent 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 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

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

1. 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)).
2. Auto liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.
3. 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".
  - 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 and excluding any standard designs, details, specifications and other intellectual property to which Consultant held the copyright prior to performing services for this Agreement, 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 in a manner consistent with the Standard of Care. 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. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care").
- 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. "Prevailing party" shall be defined (1) as a claimant that is awarded net 51 percent of its affirmative claim, after any offsets for claims or counterclaims by the other party, and (2) as a defendant/respondent against whom a net award of 50 percent or less of a claimant's claim is granted.
- 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.
- dd. This work is subject to the State of California "Prevailing Wage Rates". This work is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work.

Pursuant to SB 854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish electronic certified payroll records directly to the Labor Commissioner using the California Division of Labor Standards Enforcement's online portal.

# EXHIBIT A



23692 Birtcher Drive  
Lake Forest CA 92630

949.420.3030 phone  
530.756.5991 fax  
westyost.com

November 22, 2021

SENT VIA: EMAIL

Brian Macy  
Assistant General Manager  
Mission Springs Water District  
66575 2nd Street  
Desert Hot Springs, CA 92240

**SUBJECT: Proposal for Regulatory Support Services for the Mission Springs Water District to Prepare a TDS Impact Evaluation Work Plan for the West Valley Water Reclamation Facility Pursuant to Order R7-2020-0011**

Dear Mr. Macy:

Pursuant to your request, West Yost has prepared this letter proposal to provide the Mission Springs Water District (MSWD) with a proposed scope of services, budget, and schedule to prepare a Total Dissolved Solids (TDS) Impact Evaluation Work Plan (Work Plan) pursuant to Order R7-2020-0011 for the West Valley Water Reclamation Facility (WVWRF). We appreciate the opportunity.

## BACKGROUND

MSWD is planning to discharge secondary-treated wastewater to three onsite evaporation/infiltration basins at its proposed new municipal wastewater treatment facility—the WVWRF. The discharge will be regulated pursuant to waste discharge requirements issued by the Colorado Regional Water Quality Control Board (Regional Board) under Order No. R7-2020-0011 (Permit).

Pursuant to Section F.4 of the Permit (*Special Provisions—TDS Impact Evaluation Report and Work Plan*), MSWD is required to submit to the Regional Water Board's Executive Officer for review and approval a technical report that includes a work plan and time schedule to:

- i. Monitor groundwater and determine background concentration for TDS in the area of discharge from the WVWRF.
- ii. Determine if wastewater discharged to the infiltration basins is causing or contributing to the increased TDS levels in areal groundwater.
- iii. Ensure that any proposed effluent limitations for TDS does not cause an exceedance of the receiving water limitations for groundwater.

The technical report may include:

- i. An evaluation of the local hydrogeology.
- ii. Identification of sources of TDS loading that could influence local TDS concentrations in groundwater.
- iii. A proposal to install groundwater monitoring wells to further evaluate the impact of the discharge to the infiltration basins.

Two recent technical efforts/reports will be leveraged to help prepare the *TDS Impact Evaluation Report and Work Plan*:

1. **Groundwater Monitoring Well Network Work Plan.**<sup>1</sup> This report was prepared pursuant to Section F.3 of the Permit (*Special Provisions—Groundwater Monitoring Network Workplan*). The report describes a workplan with milestones, time schedule for implementation, and technical rationale for the installation of a groundwater monitoring well network in the vicinity of the proposed evaporation/infiltration basins. Monitoring at the wells will be used to characterize the water-quality conditions of first-encountered groundwater in the vicinity of the evaporation/infiltration basins prior to and after discharge has been initiated. The monitoring wells will be installed at least one year prior to initial WVWRF start-up to allow for baseline sampling. The monitoring network will include, at a minimum, one upgradient and two downgradient monitoring wells.
2. **Workplan to Develop the Coachella Valley Salt and Nutrient Management Plan.**<sup>2</sup> The objective of the Coachella Valley Salt and Nutrient Management Plan (CV-SNMP) will be to sustainably manage salt and nutrient loading in the Coachella Valley Groundwater Basin (Basin) in a manner that protects its long-term beneficial uses. The workplan included a regional groundwater monitoring program that described: the initial sampling network of wells; the spatial and vertical gaps in the monitoring network; how the gaps will be filled; and the sampling and analysis protocols. TDS and nitrogen are the main chemical parameters that will be monitored.

## SCOPE OF SERVICES

The following is a list of the key tasks necessary to perform the proposed Scope of Services, each further described below:

- Task 1. Project Kickoff/Collect Data and Reports
- Task 2. Describe the Current Physical Setting
- Task 3. Describe Monitoring and Reporting Program
- Task 4. Prepare TDS Impact Evaluation Report and Work Plan
- Task 5. Ad Hoc Meetings and Project Administration

### Task 1. Project Kickoff/Collect Data and Reports

The objectives of this task are to:

1. Achieve consensus on the objectives and outline of the final Work Plan.
2. Compile and review all readily available reports, data, and information necessary to complete the Work Plan.

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<sup>1</sup> EnviroLogic Resources, Inc. 2021. *Groundwater Monitoring Well Network Work Plan, Technical Report*. Prepared for the Mission Springs Water District for the West Valley Water Reclamation Facility. March 29, 2021.

<sup>2</sup> West Yost Associates, Inc. 2021. *Workplan to Develop the Coachella Valley Salt and Nutrient Management Plan*. Prepared for the Coachella Valley SNMP Agencies. September 2, 2021.

The main activities of this task include:

- West Yost will prepare a draft outline of the Work Plan and submit the outline to the MSWD for review and comment.
- West Yost will prepare for and lead a project kickoff meeting. The agenda for the kickoff meeting will be (i) the objectives and outline of the final Work Plan; (ii) the schedule to complete the Work Plan; and (iii) the reports, data, and information necessary to complete the Work Plan.
- West Yost will collect, review, and compile reports, data, and information necessary to complete the Work Plan.
- West Yost will finalize the outline of the Work Plan and submit the outline to MSWD.

#### **Task 1 Assumptions**

- Client will prepare for and attend the kickoff meeting.
- Client will review and provide comments on the draft outline of the work plan.
- Client will assist West Yost in identifying and compiling the reports, data, and information.

#### **Task 1 Deliverables**

- Draft and final outline of the Work Plan.

## **Task 2. Describe the Current Physical Setting**

The objective of this task is to characterize the physical setting of the groundwater basin in the vicinity of the WVWRF—particularly for those factors that influence the local TDS concentrations in groundwater, such as: the structure and composition of the aquifer system; the occurrence and movement of groundwater; and the origin, transport, and fate of TDS in groundwater.

The main activities of this task include:

- West Yost will prepare data graphics to describe the physical setting in the vicinity of the WVWRF, including:
  - A map of: surface geology; groundwater basin and subbasin boundaries; the location of the WVWRF and its percolation ponds; other local sources of TDS loading; the locations of production and monitoring wells; groundwater elevations and flow directions; and the current TDS concentrations in groundwater.
  - Two hydrogeologic cross sections that display the subsurface structure and composition of the aquifer system, groundwater levels and flow directions, and TDS concentrations in groundwater.
  - Time-series charts of TDS concentrations at wells.
- West Yost will prepare draft text to describe the physical setting in the vicinity of the WVWRF. The text will reference the data graphics prepared in this task and will rely on past work and reports collected in Task 1.

### Task 3. Describe Monitoring and Reporting Program

The objective of this task is to develop a monitoring and reporting program that will satisfy the requirements of Section F.4 of the Permit (*Special Provisions—TDS Impact Evaluation Report and Work Plan*). Specifically, these requirements include:

- i. Monitor groundwater and determine background concentration for TDS in the area of discharge from the WWRF.
- ii. Determine if wastewater discharged to the infiltration basins is causing or contributing to the increased TDS levels in areal groundwater.
- iii. Ensure that any proposed effluent limitations for TDS does not cause an exceedance of the receiving water limitations for groundwater.

The main activities of this task include:

- West Yost will prepare a map of the monitoring locations, which will include those monitoring wells installed pursuant to Section F.3 of the Permit (*Special Provisions—Groundwater Monitoring Network Workplan*). The map will be based on the map of the physical setting prepared in Task 2.
- West Yost will prepare draft text and tables to describe the monitoring locations, chemical analytes, frequency of sampling, and protocols for laboratory analyses and data reporting.
- West Yost will prepare draft text to describe the process for annual reporting of results, interpretations, and recommendations. The interpretations in the annual report will address all three requirements listed above. The recommendations in the annual report will address any adaptations to the monitoring and reporting program that are necessary to satisfy all three requirements listed above.

The development of this monitoring and reporting program will leverage the groundwater monitoring program of the CV-SNMP, as well as the development and implementation of the CV-SNMP itself, to the maximum extent possible.

### Task 4. Prepare TDS Impact Evaluation Report and Work Plan

The objective of this task is to prepare the *TDS Impact Evaluation Report and Work Plan* that will satisfy the requirements of Section F.4 of the Permit and be approved by the Executive Officer of the Regional Board.

The main activities of this task include:

- West Yost will compile the text, tables, and figures prepared in Tasks 2 and 3, prepare an administrative draft Work Plan, and submit it to MSWD for review and comment. West Yost will lead a conference call with MSWD staff to discuss the administrative draft Work Plan and receive verbal feedback. MSWD staff will provide West Yost with written comments and suggested revisions within two weeks of receiving the administrative draft Work Plan.
- West Yost will prepare a draft Work Plan based on the comments and suggested revisions received from MSWD. MSWD will submit the draft Work Plan to the Regional Board for review and comment. West Yost will lead a conference call with Regional Board and MSWD staff to discuss the draft Work Plan and receive verbal feedback. Regional Board staff will provide West Yost and MSWD with written comments and suggested revisions.

- West Yost will prepare a final Work Plan based on the comments and suggested revisions received from Regional Board staff. MSWD will submit the final Work Plan to the Regional Board.

#### Task 4 Assumptions

- MSWD staff will require one (1) round of review/comment on the administrative draft Work Plan.
- Regional Board staff will require one (1) round of review/comment on the draft Work Plan.

#### Task 4 Deliverables

- West Yost will provide electronic copies of the administrative draft, draft, and final Work Plans.
- West Yost will provide all GIS layers prepared for the Work Plan.

## Task 5. Ad Hoc Meetings and Project Administration

In this task, West Yost will: prepare for and conduct up to two virtual coordination meetings with MSWD staff; coordinate staffing over the duration of the project; and provide monthly invoices and progress reports to MSWD staff of project progress, schedule, and budget status.

## PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the Scope of Services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2022 Billing Rate Schedule, with a not-to-exceed budget of \$44,166. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

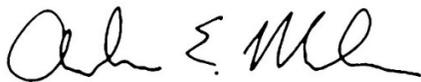
<b>Task</b>	<b>Level of Effort, hours</b>	<b>Estimated Budget, dollars</b>
Task 1. Project Kickoff/Collect Data and Reports	27	6,067
Task 2. Describe the Current Physical Setting	69	14,111
Task 3. Describe Monitoring and Reporting Program	36	8,142
Task 4. Prepare TDS Impact Evaluation Report and Work Plan	58	13,226
Task 5. Ad Hoc Meetings and Project Administration	10	2,620
<b>Total Project Hours and Budget</b>	<b>200</b>	<b>\$44,166</b>

## SCHEDULE

West Yost anticipates providing the draft Work Plan within eight (8) weeks after receiving notice to proceed and all required data in Task 1. Preparation of the final Work Plan is dependent on the speed of review and comment by the Regional Board, which is uncertain.

Thank you for providing West Yost the opportunity to be of service to the MSWD on this important project. Please call with questions or requests for additional information.

Sincerely,  
WEST YOST



Andrew (Andy) Malone, PG  
Principal Geologist II  
PG #8700



Carolina Sanchez, PE  
Senior Engineer I  
RCE #85598

Attachment: A. West Yost 2022 Billing Rate Schedule



## Attachment A

# West Yost 2022 Billing Rate Schedule

# 2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)\*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
<b>ENGINEERING</b>	
Principal/Vice President	\$318
Engineer/Scientist/Geologist Manager I / II	\$301 / \$315
Principal Engineer/Scientist/Geologist I / II	\$272 / \$289
Senior Engineer/Scientist/Geologist I / II	\$244 / \$256
Associate Engineer/Scientist/Geologist I / II	\$209 / \$224
Engineer/Scientist/Geologist I / II	\$168 / \$195
Engineering Aide	\$98
Field Monitoring Services	\$90
Administrative I / II / III / IV	\$86 / \$109 / \$130 / \$144
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$313 / \$315
Principal Tech Specialist I / II	\$287 / \$297
Senior Tech Specialist I / II	\$263 / \$275
Senior GIS Analyst	\$238
GIS Analyst	\$225
Technical Specialist I / II / III / IV	\$168 / \$191 / \$215 / \$240
Technical Analyst I / II	\$120 / \$144
Technical Analyst Intern	\$97
Cross-Connection Control Specialist I / II / III / IV	\$125 / \$136 / \$152 / \$170
CAD Manager	\$189
CAD Designer I / II	\$147 / \$166
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$304
Construction Manager I / II / III / IV	\$185 / \$199 / \$211 / \$267
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$162 / \$180 / \$201 / \$209
Apprentice Inspector	\$147
CM Administrative I / II	\$79 / \$106
Field Services	\$209

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

# 2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)\*



## Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$270 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Gas Detector	\$80 / day
Generator	\$39 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Controller	\$75 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter	\$19 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$15 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$22 / day
Vehicle	\$10 / day
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$27 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

\* This schedule is updated annually

## EXHIBIT B

### **Term, Early Termination & Notice**

#### **Preparation of a TDS Impact Evaluation Work Plan for the Regional Water Reclamation Facility (formerly West Valley Water Reclamation Facility) Project**

##### **A. Term of Agreement**

This professional services agreement shall be effective upon approval by the parties thereof and shall expire Eight (8) months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and West Yost for the Preparation of a TDS Impact Evaluation Work Plan for the Regional Water Reclamation Facility (formerly West Valley Water Reclamation Facility) Project in force prior to the effective date of this agreement.

##### **B. Early Termination of Agreement**

This agreement may be terminated at any time upon a thirty (30) day written Notice from either party, and without fault or claim for damages by either party.

##### **C. Notice**

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and West Yost.

##### **OWNER**

Attn: Brian Macy  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240  
bmacy@mswd.org

##### **CONSULTANT**

Attn: Andrew Malone, PG  
West Yost  
23692 Birtcher Drive  
Lake Forest, CA 92630  
amalone@westyost.com