

**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: **Denali Water Solutions, LLC** DATE: _____
86600 Avenue 54
Coachella, CA 92236 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 Denali Water Solutions, LLC, and per Exhibit C – Term, Early Termination & Notice

Contract price \$: **Not to Exceed \$500,000.00 per year**

Term: **Five (5) years from February 1, 2023, to February 1, 2028**

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: | Consultant: |
| <u> Mission Springs Water District </u> | <u> Denali Water Solutions, LLC </u> (Business Name) |

| | |
|----------------------------------|--|
| By: _____ | By: _____ |
| Arden Wallum | Michael Nicholson |
| Title <u> General Manager </u> | Title <u> Senior VP Development/Tech. </u> |

| | |
|--|-------------------------------------|
| Other authorized representative(s): | Other authorized representative(s): |
| <u> Brian Macy </u> Assistant General Manager | _____ |
| <u> Danny Friend </u> 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 as indicated in the Sample Agreement (Exhibit B). Meeting any new biosolids disposal requirements will be the responsibility of the Contractor at no extra expense to the 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 load, 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 the 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.

EXHIBIT B

DENALI

3308 Bernice Avenue Russellville, Arkansas 72802 P: (479) 498-0500

Request for Proposal:

Hauling of Sub-Class "B" Bio-Solids, Grit and
Screening Off-site for Landfill or Beneficial Reuse

Submitted to:

Mission Springs Water District
Horton Wastewater Treatment Plant
14501 Verbena Street
Desert Hot Springs, CA 92252

www.planetbids.com

Submitted via Online

Due Date:

November 14, 2022 at 2:00 PM



86600 Ave 54
Coachella, CA 92236
Phone: 714-799-0801
Fax: 714-799-0140

November 14, 2022

Mission Springs Water District
Horton Wastewater Treatment Plant (HWWTP)
66575 2nd st
Desert Hot Springs, Ca 92240

Attention: Lee Boyer (Chief Plant Operator)

Re: Hauling of Sub-Class “B” Bio-solids, Grit Screening Off-site for Landfill or Beneficial Reuse.

Denali is pleased to respond to the Mission Springs Water District.

Request for Proposal (RFP) for Hauling of Sub-Class “B” Bio-solids, Grit Screening Off-site for Landfill or Beneficial Reuse for Mission Springs Water District, Horton Wastewater Treatment Plant (HWWTP). Denali has reviewed and understands all the elements of the RFP. This proposal is valid for 90 days from the date listed on the letter head.

Denali intends on performing the services as outlined in the RFP’s Scope of Work. Denali intends on beneficially reusing the Mission Springs Water District’s Class B biosolids at one of our multiple registered land application sites in Yuma, AZ and Maricopa Counties Arizona, and disposing and/or beneficially reusing of any Sub-Class B or non-Class B biosolids at other facilities authorized to accept biosolids for composting or disposal. Denali is willing to enter into an Agreement under the terms and conditions prescribed by the RFP and in the Sample Agreement.

Denali offers more sites and options than any other company at extremely competitive rates while being flexible and safe.

Our approach to managing biosolids is unique compared to most other biosolids management companies. All biosolids management sites are susceptible to temporary closures due to inclement weather, regulatory changes, community issues and or cost

effect measures for the water district. Instead of being limited to a single site, like most biosolids management companies, we offer a number of different sites in several different counties and location. Our management staff has experience during these events over the past 20 years including the El Nino event in 1997. This provides us the flexibility to divert the City's biosolids from one site to another when an unforeseen situation arises. This is particularly important with the current potential El Nino weather pattern predicted this winter. Companies that only offer one site are vulnerable to road closures due to flooding, fires, earthquakes, etc. Also, unlike most other biosolids companies, we have a fleet of company trucks and trailers as well as numerous subcontractor haulers we use. This allows us to meet fluctuations in production or increased distance traveled better than companies that use only company equipment or only subcontractors.

Denali has provided transportation, disposal, and reuse management services to the wastewater treatment industry for over 25 years. We are the second largest biosolids management in the country operating throughout the United States. We currently transport and manage over 650,000 tons per year of residuals in California and Arizona alone.

Denali is one of California's largest biosolids and residuals management companies and uses a mix of our own fleet of equipment, and subcontractors to meet daily fluctuations of production. We have extensive experience working with a large number of biosolids generators in California including the City of Los Angeles, Los Angeles County Sanitation District, Orange County Sanitation District, City of San Bernardino, East Bay MUD, City of San Francisco, amongst many others.

If you have any questions or need any additional information, please contact Bryan Cannon at (909) 963-9934 or at our office location at 86600 Ave 54, Coachella, Ca 92236.

Sincerely,

Bryan Cannon

VP of Sales, Western Region

Organization and Contact Chart

Denali' contact information is:

Western Regional Office

Denali

86600 Ave 54

Coachella, California 92236

Office (714) 799-0801 Fax (714) 799-0140

Western Regional Yard

86600 Ave 54

Coachella, CA 92236

Key Personnel

VP of Sales – Bryan Cannon

86600 Ave 54

Coachella, California 92236

Direct (909) 963-9934

Bryan.Cannon@denaliwater.com

General Manager – Jason Cabanyog

86600 Ave 54

Coachella, California 92236

Direct (760) 427-9377

Jason.Cabonyog@DenaliWater.com

Environmental Manager – Jamie Olivarez

86600 Ave 54

Coachella, California 92236

Direct (760) 801-3175

Jamie.Olivarez@DenaliWater.com

Operations Manager – Lorenzo Navarro

86600 Ave 54

Coachella, California 92236

Direct (760) 275-8286

Lorenzo.Navarro@DenaliWater.com

Qualification

Denali is one of leading and largest biosolids management companies in Southern California. We have been providing biosolids management services to California's biosolids generators since 1996. We have provided residuals management services to over 60 facilities in California and Arizona alone. Our broad experience includes providing beneficial reuse services for facilities that produce as little as 300 tons of biosolids per year to facilities that produce over 1,200 tons per day. We boast of hauling and beneficially reusing over 300,000 tons of biosolids per year in California alone with some of the California's largest biosolids generators including:

- Los Angeles County Sanitation District
- City of Los Angeles
- Orange County Sanitation District
- South Orange County Wastewater Authority (SOCWA)
- City of Riverside
- City of San Bernardino
- East Bay Municipal Utility District
- City of Oceanside
- Encina Wastewater Authority

Best Experience in the Biosolids Management Industry

Denali is the only biosolids management company that has managed biosolids for the three largest biosolids producers in southern California: Los Angeles County Sanitation District, City of Los Angeles, and the Orange County Sanitation District.

Denali has also been certified by the National Biosolids Partnership's Environmental Management System (EMS) program, a program operated by the Water Environment Federation (WEF), in collaboration with the National Association of Clean Water Agencies (NACWA), with support from the EPA. There are only nine (9) agencies nationwide whose biosolids management programs are EMS certified. Denali is the only company that has been EMS certified with four (4) different agencies in California: City of Los Angeles, Orange County Sanitation District, East Bay Municipal Utility District and Encina Wastewater Authority.

Handling Other Non-Hazardous Materials

Our company is not only experienced in managing biosolids, but we also have extensive experience managing other non-hazardous materials. We have relationships with a number of disposal facilities and landfills that allows us to find the most feasible disposal site for

Mission Springs Water District

Hauling of Sub-Class B Biosolids, Grit Screening Off-site for landfill or Beneficial reuse

November 15, 2022

each non-hazardous material handling project. Denali, even though it is not required by the water district or state, has a Class A Contractor's License, which provides assurance that we are prepared to handle the special projects that arise for the water district.

Our experience with non-hazardous materials includes loading and disposing of grit and screening, water treatment sludge and non-hazardous soils. Our clients include the Metropolitan Water District (MWD), West Basin Water District and large construction contractors among many others.

Denali Projects

Below is a list of service contract we are performing similar to Mission Springs Water District's project:

| Project | Annual Quantity | Type of Project | Year |
|--|----------------------|---|-----------------|
| City of Oceanside 300 N. Coast Highway Oceanside, CA 92054 Contact: Paul Hojo phojo@ci.oceanside.ca.us (760) 435-5875 | 100 tons per day | Dewatered biosolids transportation and land application | 2001 to present |
| Los Angeles County San District (as a subcontractor to EnerTech) 1955 Workman Mill Road Whittier, CA 90601 Matthew Bao mbao@lacsdsd.org (562) 699-7411 ext. 2809 | 50-200 tons per day | Dewatered Biosolids land application | 2005 to present |
| City of Riverside 5950 Acorn Street Riverside, CA 92504 | 100-300 tons per day | Dewatered Biosolids land application Class B, non-class B | 2002 to present |
| City of Los Angeles 12000 Vista Del Mar Playa Del Rey, CA 90293 Ernesto Libunao Ernesto.libunao@lacity.org (310) 648-5319 | 50-100 tons per day | Dewatered Biosolids composting and land application | 2007 to present |
| East Bay Municipal Utility Dist 375 11th Street Oakland, CA 94607 | 100-150 tons per day | Dewatered Biosolids, transportation and reuse, land application | 2004 to present |
| Coachella Valley Water District P.O. Box 1058 Coachella, CA 92236 Contact: Joe Johnson (760) 398-2651 | 100-150 tons per day | Dewatered and drying bed biosolids, transportation and reuse, composting, ADC and landfilling | 2004-present |
| City of San Bernardino (as a subcontractor to Nursery Products) 399 Chandler Place San Bernardino, CA | 75 tons per day | Dewatered biosolids transportation and land application | 2004 to present |

Stability and Capability

As a full service biosolids management company, Denali maintains a fleet of trucks and trailers specially designed for biosolids hauling services. We also have a number of subcontractor haulers that have worked for us, some as long as 25 years, which provides us the flexibility to managed fluctuating volumes produced by wastewater treatment facilities. As a contractor for numerous biosolids generators across California, Denali understands the Water District's need to have a viable beneficial reuse option available every day of the year, and the Water District's desire for long-term options for its biosolids. To meet this need, we offer the Water District multiple land application sites that operate year-round. We also work with a number of landfills and compost facilities in California and Arizona that accept biosolids and currently haul approximately 100,000 tons of biosolids per year to landfills/ Compost sites in California and Arizona.

Sustainable Approach

Denali's approach to managing biosolids is unique compared to most other biosolids management companies. All biosolids management sites are susceptible to temporary closures due to inclement weather, regulatory changes or community issues.

Instead of being limited to a single site, like most biosolids management companies, we offer a number of different sites in several different counties. This provides us the flexibility to divert the Water District's biosolids from one site to another when an unforeseen situation arises. This is particularly important with the current potential El Nino weather pattern predicted this winter. Companies that only offer one site are vulnerable to road closures due to flooding and fires. Also, unlike most other biosolids companies, we have a fleet of company trucks and trailers as well as numerous subcontractor haulers we use. This allows us to meet fluctuations in production better than companies that use only company equipment or only subcontractors.

Denali's approach to provide multiple sites and options is the best way to be prepared for El Nino and other major disruptive events

This approach has allowed us to continue hauling and managing biosolids for all our generators over the past 25 years in California and Arizona during severe weather events, major freeway closures due to flooding, fires, and snow.

Denali offers the Water District our biosolids management and land application services at our primary registered biosolids land application sites in Maricopa County and Yuma, Az.

In addition, Denali has provided additional options for alternative beneficial use at Arizona Soils (Composting) should the district desire or during an emergency. Denali will only utilize these sites with the district approval.

In Maricopa County and Yuma, Az, we have a network of over 10,000 acres of permitted land within 200 miles of the water district paired with our extensive experience hauling

and managing the water district biosolids makes Denali the best company to meet the Water Districts goal for biosolids management sustainability.

Technical Expertise

Our biosolids hauling and land application operations, as well as our Biosolids Management Plan, are through the National Biosolids Partnership's Biosolids Environmental Management System (EMS) with four different generators. We have designed our Biosolids Management Plan and our operating procedures for hauling and managing biosolids, to meet the biosolids management industry's highest standards. We understand the importance of providing our generators a clear plan of how we perform every aspect of operations to maximize the communication channels between the treatment plant and the contractor. We view our biosolids management service a partnership with the Water District, where both parties have a stake in the responsible, uninterrupted hauling and management of their biosolids.

Personnel

Our experience to perform these services for the Water District is unmatched by any other company performing biosolids management today. Our managers have over 50 years of biosolids management combined.

Below is a table of the key personnel Denali will use for this project:

| Name | Duties | Level of Experience | Availability |
|--|--|--|--|
| Jason Cabanyog, General Manager (760) 427-9377 | Oversee project | 25+ years as manager of biosolids and waste management companies. | Available regular business hours and on call when needed |
| Bryan Cannon, VP of Sales, (909) 963-9934 | Schedule load pickup and delivery, correspond with facility regarding equipment needs | 12 years experience in biosolids management and solid waste handling. | Available 7 days per week by phone |
| Lorenzo Navarro, Operations Manager (760) 275-8286 | Schedule load pickup and delivery, correspond with facility regarding equipment needs | 16 Years experience as Commercial Driver hauling residuals, 8 years experience in biosolids management | Available 7 days per week by phone |
| Jamie Olivarez Regional Environmental Manager (916) 844-5864 | Oversee environ. Compliance, beneficial reuse sites, reporting and monitoring activities | 25+ years as environmental manager and state regulator. | Available regular business hours and on call when needed |

Equipment List

Denali currently has an extensive inventory of equipment for the Water District. Within the western region, we have over 65 trucks, 150 end dump trailers, 20 farm tractors, 5 water trucks, 2 belt presses, 15 tankers, 10-wheel loaders, and extensive miscellaneous pieces of equipment. The equipment we will use for this project will be in safe and proper working order and shall meet emission requirements set by the State of California. In addition to our company owned equipment, we have access to a number of subcontractor haulers and their equipment experienced in managing biosolids.

Below is a list of some of our Western Region's equipment (we also have access to our corporate equipment inventory on an as needed basis):

| | # | LIC PLATE # | VIN # | YEAR | MAKE | MODEL | DESCRIPTION |
|----|--------|-------------|-------------------|------|------|-------|-------------|
| TK | 454548 | K775204 | 1XPWD49XX9D777411 | 2019 | PTRB | 2009 | Tractor |
| TK | 454550 | K775424 | 1XPWD49X39D777413 | 2019 | PTRB | 2009 | Tractor |
| TK | 454574 | VP31781 | 1XPWD49X29D789438 | 2020 | PTRB | 2009 | Tractor |
| TK | 454576 | VP37193 | 1XPWD49X09D789440 | 2020 | PTRB | 2009 | Tractor |
| TK | 454549 | K775205 | 1XPWD49X19777412 | 2019 | PTRB | 2009 | Tractor |
| TK | 454587 | VP37218 | 1XPWD49X19D792802 | 2020 | PTRB | 2009 | Tractor |
| TK | 650069 | VP89763 | 1XPWD49XXDD180526 | 2021 | PTRB | 2013 | Tractor |

FLEET ALUMINUM TRAILER

| | # | LIC PLATE # | VIN # | YEAR | MAKE | MODEL | DESCRIPTION |
|----|-----|-------------|--------------------|------|---------|-------|----------------|
| FA | 200 | GT50626 | 1T91A3721N1247761 | 1992 | Travis | DUMP | Sludge Trailer |
| FA | 201 | GT50629 | 1T91A3726P14247855 | 1993 | Travis | DUMP | Sludge Trailer |
| FA | 202 | GT50627 | 1T91A3728P1247856 | 1993 | Travis | DUMP | Sludge Trailer |
| FA | 203 | GT50628 | 1T91A3724P1247854 | 1993 | Travis | DUMP | Sludge Trailer |
| FA | 204 | GT53635 | 2A9AA2W23K12A9083 | 1989 | Travis | DUMP | Sludge Trailer |
| FA | 206 | GT63785 | 2A9AA1V29L12A9263 | 1990 | Travis | DUMP | Sludge Trailer |
| FA | 207 | 1WD4780 | 2A9AA1V29L12A9182 | 1990 | Travis | DUMP | Sludge Trailer |
| FA | 208 | 1UU6532 | 2A9AA2W27K12A9085 | 1989 | Travis | DUMP | Sludge Trailer |
| FA | 209 | 4DH7912 | 1T91F3926R1247145 | 1994 | Travis | DUMP | Sludge Trailer |
| FA | 210 | 4CF3198 | 2A9AA1V20L12A9264 | 1990 | Travis | DUMP | Sludge Trailer |
| FA | 212 | 1UU6533 | 2A9AA2W29K12A9086 | 1989 | Travis | DUMP | Sludge Trailer |
| FA | 213 | 1UM3840 | 1E1F9U286LRL11185 | 1990 | East | DUMP | Sludge Trailer |
| FA | 216 | 4CH9325 | 1E1F9U286NRC13344 | 1992 | East | DUMP | Sludge Trailer |
| FA | 217 | 4CH9326 | 1E1F9U288NRC13264 | 1992 | East | DUMP | Sludge Trailer |
| FA | 218 | 4AA4742 | 4EPAA3925XASA2556 | 1999 | Vantage | DUMP | Sludge Trailer |
| FA | 221 | 4DJ3596 | 4EPAA3927XASA2770 | 1999 | Vantage | DUMP | Sludge Trailer |
| FA | 222 | 1VW1367 | 1T91F3826T1247025 | 1996 | Travis | DUMP | Sludge Trailer |
| FA | 223 | 4AZ9730 | 1T91A392XT1247168 | 1996 | Travis | DUMP | Sludge Trailer |
| FA | 224 | 4EV7869 | 4E7AA3726PATA0188 | 1993 | CMC | DUMP | Sludge Trailer |
| FA | 225 | 4FX3072 | 4EPAA3926VATA1495 | 1997 | Vantage | DUMP | Sludge Trailer |
| FA | 226 | 4FX3076 | 4EPAA3923SATA0848 | 1995 | Vantage | DUMP | Sludge Trailer |
| FA | 227 | 4FX3077 | 4EPAA3921SATA0914 | 1995 | Vantage | DUMP | Sludge Trailer |
| FA | 228 | 4FX3075 | 4EPAA3928VATA1496 | 1997 | Vantage | DUMP | Sludge Trailer |
| FA | 229 | 4HH6321 | 4EPAA3827TASA1338 | 1996 | Vantage | DUMP | Sludge Trailer |
| FA | 230 | 4GM7756 | 2A9AA1V23L1A9128 | 1994 | Travis | DUMP | Sludge Trailer |
| FA | 231 | 4GM8087 | 4EPAA39261ATA3922 | 2001 | Vantage | DUMP | Sludge Trailer |
| FA | 232 | 4GM8088 | 4EPAA39201ATA3981 | 2001 | Vantage | DUMP | Sludge Trailer |

Mission Springs Water District

Hauling of Sub-Class B Biosolids, Grit Screening Off-site for landfill or Beneficial reuse
November 15, 2022

| | | | | | | | |
|----|-----|---------|--------------------|------|---------|--------|----------------|
| FA | 233 | 4KJ5864 | 4EPAA39241ATA3983 | 2001 | Vantage | DUMP | Sludge Trailer |
| FA | 236 | 4GM8091 | 4EPAA39221ATA3979 | 2001 | Vantage | DUMP | Sludge Trailer |
| FA | 237 | 4HH6003 | 4EPAA3920SATA0838 | 1995 | Vantage | DUMP | Sludge Trailer |
| FA | 239 | 4CZ9513 | 1M9DN392ITCO6200 | 1996 | Mack | DUMP | Sludge Trailer |
| FA | 240 | 4LC5371 | 1T91J402XX1247700 | 1999 | Travis | DUMP | Sludge Trailer |
| FA | 241 | 4HX8145 | 4EPAA39202ATA4517 | 2002 | Vantage | DUMP | Sludge Trailer |
| FA | 242 | 4HX8141 | 4EPAA39293ATA4694 | 2002 | Vantage | DUMP | Sludge Trailer |
| FA | 243 | 4HX8142 | 4EPAA39222ATA4261 | 2002 | Vantage | DUMP | Sludge Trailer |
| FA | 244 | 4HX8140 | 4EPAA369252ATA4254 | 2002 | Vantage | DUMP | Sludge Trailer |
| FA | 245 | 4HX8143 | 4EPAA39252ATA4500 | 2002 | Vantage | DUMP | Sludge Trailer |
| FA | 246 | 4HX8146 | 4EPAA40213ATA4675 | 2002 | Vantage | DUMP | Sludge Trailer |
| FA | 247 | 4HX8144 | 4EPAA39252ATA4450 | 2002 | Vantage | DUMP | Sludge Trailer |
| FA | 248 | 4HX8138 | 4EPAA40293ATA4682 | 2002 | Vantage | DUMP | Sludge Trailer |
| FA | 249 | 4HX8139 | 4EPAA39202ATA4503 | 2002 | Vantage | DUMP | Sludge Trailer |
| TL | 250 | 5370JK | 1P91432A08A509033 | 2008 | Vantage | PRGRSS | Trailer |

COST PROPOSAL

Denali's Proposed Pricing includes all costs required to provide the services requested in the Mission Springs Water District's RFP. To perform the proposed Sub-class B or class B biosolids hauling and beneficial reuse, Denali's price is:

**Total Beneficial Reuse Land Application Cost- \$95.00 per wet ton
(Class A and B materials only)**

Cost of Hauling \$75.00 per wet ton
Cost of One Yard goat/ truck and One end dump trailer \$230.00 per day/ \$5000 per month (\$12 per wet ton)
Cost of Reuse/ Spreading \$8.00 per wet ton
Surcharge – Fuel surcharge = (Current price of diesel - \$6.19 per gallon) x (Roundtrip miles/5.5 miles per gallon/25 tons per load)

**Total Beneficial Reuse Compost Cost- \$112.00 per wet ton
(Sub Class B only)**

Cost of Hauling \$75.00 per wet ton
Cost of One Yard goat/ truck and One end dump trailer \$230.00 per day/ \$5000 per month (\$12 per wet ton)
Cost of Reuse \$25.00 per wet ton
Surcharge – Fuel surcharge = (Current price of diesel - \$6.19 per gallon) x (Roundtrip miles/5.5 miles per gallon/25 tons per load)

For the hauling and disposal or reuse for biosolids that do not meet "Class B" designation per 503 regulations, Denali's price is:

**Total Landfill Cost- \$120.00 per wet ton
(Sub Class B Biosolids and or Grit Screening)**

Cost of Hauling \$73.00 per wet ton
Cost of One Yard goat/ truck and One end dump trailer \$230.00 per day/ \$5000 per month (\$12 per wet ton)
Cost of Disposal \$35.00 per wet ton
Surcharge – Fuel surcharge = (Current price of diesel - \$6.19 per gallon) x (Roundtrip miles/5.5 miles per gallon/25 tons per load)

EXHIBIT C

Questionnaire/Contractor's Qualifications Statement

(4 pages)

CONTRACTOR NAME: Denali Water Solutions LLC

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 27

1.2 How many years has your organization been in business under its present name? 8

1.2.1 Under what other names has your organization operated? Terra Renewal

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 10/30/2014

1.3.2 State of incorporation: Delaware

1.3.3 Corporate ID number: 26-1757145

1.3.4 President's name: Todd Mathes

1.3.5 Agent for Service of Process: Bryan Cannon

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: N/A

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: N/A

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

A-General Engineering- License #990041 Expires 01/31/2024

2.2 List any other certifications held by your organization, and the name under which they are held.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Land Application, composting, dewatering, dredging, lagoon cleanout, digester cleanout, processing permitting and operational management services to handle wastewater and water residuals.

3.2 List all freight transportation service contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attached

3.3 State average annual amount of freight transportation services performed during the past five years:

| | | | |
|------|-------------|----|------------------|
| Year | <u>2021</u> | \$ | <u>70,000.00</u> |
| Year | <u>2020</u> | \$ | <u>70,000.00</u> |
| Year | <u>2019</u> | \$ | <u>70,000.00</u> |

Year 2018 \$ 70,000.00

Year 2017 \$ 70,000.00

3.4 List the freight transportation service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.

See Attached

3.5 Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

No

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

No

4.2 Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

No

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a freight transportation services contract? (If Yes, please describe)

No

Please note that all Proposers must have a minimum of three (3) years commercial and/or municipal freight transportation service experience of a similar scope and size and under a valid business name and license number.

EXHIBIT D

Disclosure Questionnaire

DISCLOSURE QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

1. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No **X**

If the answer is yes, explain the circumstances in the following space.

2. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Consultant?

Yes _____ No **X**

If the answer is yes, explain the circumstances in the following space.



Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|---|
| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1490 Market Street Suite 3 Lake Charles LA 70601 | CONTACT NAME: Myra Clayton, CIC CISR PHONE (A/C, No, Ext): 337-289-5048 E-MAIL ADDRESS: Myra_Clayton@ajg.com | FAX (A/C, No): 866-421-2655 |
| | INSURER(S) AFFORDING COVERAGE | |
| License#: BR-724491 DENAWAT-03 | INSURER A: Colony Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburg INSURER C: Allied World Assurance Co (U.S.) Inc. INSURER D: Gemini Insurance Company INSURER E: National Fire & Marine Insurance Co INSURER F: Granite State Insurance Company | NAIC # 39993 19445 19489 10833 20079 23809 |

COVERAGES **CERTIFICATE NUMBER:** 432101307 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|------------------|--|-----------|----------|---|-------------------------------------|-------------------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | PACE4279461 | 6/30/2022 | 6/30/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 | Y | Y | 5717880 | 6/30/2022 | 6/30/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A C D E | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | EXC4279462 0313-4478 GVE100272502 42-XSF-316137-02 | 6/30/2022 6/30/2022 6/30/2022 | 6/30/2023 6/30/2023 6/30/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| F B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | Y N/A | 14195820 014195821 | 6/30/2022 6/30/2022 | 6/30/2023 6/30/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Pollution Liability and Professional Liability | Y | Y Y | PACE4279461 | 6/30/2022 | 6/30/2023 | Pollution - Per Occur \$ 1,000,000 Professional - Claim \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured on the General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Certificate Holder is included as Additional Insured on the Automobile policy as per endorsement number 87950. Waiver of Subrogation applies to Certificate Holder as respects the General Liability, Automobile, Workers Compensation and Excess Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. General Liability and Automobile policies are primary and noncontributory pursuant to the policy's term, definitions, conditions and exclusions. Pollution Liability is on Occurrence Basis while Professional Liability is on Claims Made Basis. Policies listed above contain a 30 day Notice of Cancellation, except 10 days in the event of nonpayment.

Workers Compensation Policy #: 14195820 covers State of California only.
 See Attached...

CERTIFICATE HOLDER **CANCELLATION**

| | |
|---------------------------|---|
| CERTIFICATE HOLDER | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|-----------|---|--|
| AGENCY Arthur J. Gallagher Risk Management Services, Inc. | | NAMED INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 3308 Bernice Ave Russellville AR 72802 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation Policy #: 014195821 covers all other States.

Excess Liability policies follow form of underlying policies as listed below:

- Policy #: EXC4279462 - \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.
- Policy #: 0313-4478 - \$10,000,000 xs \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.
- Policy #: GVE100272502 - \$5,000,000 limit and is excess over Automobile and Employer's Liability only.
- Policy #: 42-XSF-316137-02 - \$5,000,000 xs \$5,000,000 limit and is excess over Automobile and Employer's Liability only.

Equipment Coverage:

Policy No: IMP 1000352-01
 Carrier: Transguard Insurance Company
 Policy Dates: 06/30/22 - 06/30/23
 Cargo Limit: \$100,000
 Trailer Interchange Limit: \$85,000
 Rented/Leased Equipment Limit: \$1,000,000 Scheduled Equipment: \$61,142,471
 Deductible: \$50,000 each occurrence

Complete list of Named Insureds: Dispatch Parent, LLC; Terra Renewal Services, Inc.; Denali Water Solutions, LLC; Organix Recycling, LLC; Wastewater Specialties, LLC; NuTerra SE FL Organics, LLC; WeCare Denali, LLC; New Earth, LLC; Denali ROI, LLC; OR Processing, LLC; OR Composting, LLC; Ramco, Environmental, LLC; Solid Solutions, LLC; Nebo Services, LLC; Veris Environmental, LLC; AWS Dredge, LLC; Intermountain Dredge Equipment and Supply, L.C.; TerraGro Farms, LLC; Viridiun Equipment, Inc.; Organix Composting of Texas, LLC; Viridiun, LLC; Viridiun Products, LLC, Swanson Bark & Wood Products, Inc., United Mulch & Soil Company, LLC

DENALI

Statement of Qualifications



STATEMENT OF QUALIFICATIONS

Denali has been in the business of providing residuals management services for the last 25 years and employs a number of experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

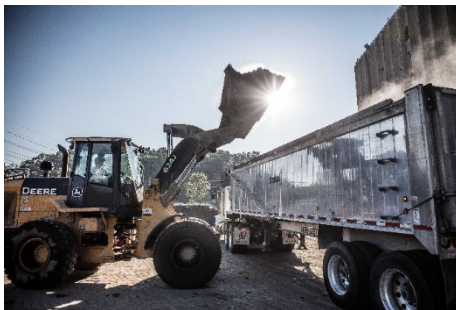
History

Denali was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and handling of spent gas and oil exploration and production fluids. At its peak, it was one of the largest waste companies in the United States with operations in greater than 20 states and was land applying greater than one billion gallons of wastewater residuals on over 225,000 acres of farm fields. Ultimately, the company divested of its oil & gas business and its rendering business (i.e. spent fats and greases). As a result of these divestitures, the name of the company was changed to Denali Water Solutions.



In many states, Denali was an early pioneer in land application permitting process and has led the industry with safe, responsible management of organic residuals. The Company takes pride in its work and its relationships with customers and with officials in regulatory agencies across the US. The goal of Denali Water is to continue to grow and evolve with this ever-changing industry.

In 2016, Denali combined forces with WeCare Organics LLC and formed a subsidiary known as WeCare Denali LLC which services with mid-Atlantic region on the US, including New York, New Jersey, Maryland, Pennsylvania, and more. The company is now second largest handler of municipal biosolids in the United States, the largest provider of industrial food processing residuals management and operates from coast to coast. Denali offers an array of services including land application, Class A processing, dredging, composting, permitting, mobile dewatering, outsourced dewatering, geo-textile tube dewatering, lagoon and digester cleanout, and transportation services. Recent acquisitions have expanded Denali Water's service offerings in biosolids, green waste, and food waste composting.



The Denali Team

We believe that we are only as good as our team. Denali has had the same leadership in place since 2002 and has a seasoned team of industry veterans and has had limited turnover in its management team for many years. This is because we foster a culture that makes people proud to say they work at Denali because of how it treats its employees, customers, and the community.

The key personnel working for Denali have a combined 100+ years of experience in the biosolids and residuals transportation and management industry. Whether it's a treatment facility producing as little as 300 tons per year or 150,000 tons per year, our experienced, friendly, and knowledgeable staff has provided years of success and satisfaction for our clients.

ANDY MCNEILL - CHIEF EXECUTIVE OFFICER



With over 15 years of industry experience Andy has led as CEO since 2002. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, and serves on various boards.

TODD MATHES - CHIEF OPERATIONS OFFICER



Todd Mathes serves as the Chief Operations Officer, COO, with the vital role of ensuring the operations teams function at their highest levels and our customers are being served well. Todd has over 30 years of experience in operations at the highest levels of leadership. He worked in the poultry industry in various positions with Gold Kist & Perdue Farms from 1990-2002. Todd then began working at Terra Renewal from 2002 through 2013. Terra Renewal was one of the core companies that made up what is now Denali Water Solutions. In 2013 the division Todd worked in was sold to Darling Ingredients. Todd worked at Darling Ingredients from 2013 until recently as the Senior Vice President of Restaurant Services.

Todd graduated in 2000 from The University of Tennessee at Chattanooga with a bachelor's degree in Psychology. In January 2020, he completed the Agribusiness Seminar at Harvard University. Todd is from Newton, Kansas and his family still owns a farm nearby in Harper, Kansas. He now lives in Dallas, TX with his wife Patty.

JEFFREY J. LEBLANC – PRESIDENT / CHIEF GROWTH OFFICER



Jeff joined Denali Water Solutions LLC, as its President, when it acquired the key assets of WeCare Organics, LLC in 2016. Jeff is now the Chief Growth Officer, responsible for overseeing all aspects of sales, marketing and business development, as well as environmental and regulatory compliance. Jeff has played a key role in Denali's growth, as the industry leader in recycling of waste and residuals, and as a frequent guest speaker at industry conferences and seminars.

Jeff is focused on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via the operations, management and distribution of residual based products, such as WeCare Compost®. In addition, Jeff has led the Company's vision to be the "landfill-alternative" and has steered the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste and biosolids.

JIMMY MARDIS - CHIEF ENVIRONMENTAL OFFICER



Jimmy is Denali's Chief Environmental Officer with over 25 years of experience in the Environmental Management food industry, with a focus on environmental. He also served for seven years as a pilot in the United States Air Force. Jimmy is a founding Board Member of the Illinois River Water Shed Partnership and Board Member for Shiloh Christian School. He lives and works in Rogers, AR with his wife Terri.

LINDSEY HILL - VICE PRESIDENT, HUMAN RESOURCES

Lindsey joined Terra Renewal Services in August 2009. She has held several positions with TRS and Denali Water Solutions, including the most recent position of Vice President, Human Resources. Lindsey attended the University of Central Arkansas and is a graduate of the Institute for Organization Management. Prior to joining Terra, Lindsey served as Vice President of the Russellville and Morrilton, AR Chambers of Commerce and held the certification of Professional Community and Economic Developer.

JASON R. RAMSEY - DIRECTOR OF SAFETY

Jason is the Director of Safety for Denali. He is responsible for safety programs and procedures, risk assessment, and compliance with USDOT, FMCSA, and OSHA regulations. Jason has 8 years of experience with Terra and Denali and has several years of experience in business development, safety, executive management, compliance, and was previously a State Trooper. He holds a bachelor's from the University of Arkansas. Jason also serves as a Board Member for the Arkansas State Police Foundation.

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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 shall expire upon five (5) years from February 1, 2023, to February 1, 2028. This contract also terminates and replaces any previous agreements between the Mission Springs Water District and Denali Water Solutions, LLC 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 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 Denali Water Solutions, LLC.

OWNER

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

CONSULTANT

Attn: Michael Nicholson
Denali Water Solutions
86600 Avenue 54
Coachella, CA 92236