

**AGREEMENT FOR GENERAL SERVICES BY INDEPENDENT CONTRACTOR  
HAULING AND OFF-SITE DISPOSAL OF BIOSOLIDS, GRIT, AND SCREENINGS  
PROJECT DIR #           N/A**

THIS AGREEMENT FOR GENERAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **July 1, 2026** by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Ecology Auto Parts, Inc., a California corporation**] whose address is **14150 Vine Place, Cerritos, CA 90703** (“CONTRACTOR”).

RECITALS

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

A. DISTRICT desires to engage CONTRACTOR to provide the following services: [brief general description of services]; and

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

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof.

AGREEMENT

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

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2029**, unless extended by the parties with the approval of the General Manager of the DISTRICT.

2. **Services to be Performed.** CONTRACTOR agrees to provide the services (“Services”) contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates **Joel Santos** as CONTRACTOR’S person(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of **\$1,380,000.00 (not-to-exceed \$460,000 per year).**

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

4.03 The DISTRICT shall not be obligated to pay any invoice for services that is submitted more than sixty (60) days after the date such services were provided.

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

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

5.10 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

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

5.12 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site,

CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance.

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

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

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

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

d. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit 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 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 DISTRICT; but this provision applies regardless of whether or not DISTRICT has received a waiver of subrogation from the insurer.

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

f. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

g. Required Provisions -

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT, its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. CONTRACTOR shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work.

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

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

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRATOR's insurance and shall not contribute with it.

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

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

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

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

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

## 7. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever to the extent caused by CONTRACTOR's negligent acts or omissions in the performance of this

Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

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

8. Additional Services, Changes and Deletions.

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

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

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, either party, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

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

10. Status of CONTRACTOR.

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

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

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the highest standards in performing the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.05 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

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

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant

to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination of all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records. Notwithstanding the foregoing, CONTRACTOR's accounting records shall not be subject to audit on Services performed on a fixed price/lump sum basis.

12. Miscellaneous Provisions.

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

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

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

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

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

12.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which

will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

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

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

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

12.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

12.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such

party is not able to prevent or avoid it at a reasonable cost.

12.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District General Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

12.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

12.14 Rights and Remedies are Cumulative. Except with respect to rights and

remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

12.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

12.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

12.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

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

**DISTRICT:**

**CONTRACTOR:**

MISSION SPRINGS WATER DISTRICT

ECOLOGY AUTO PARTS, INC.

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

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

Print  
Name \_\_\_\_\_

Print  
Name \_\_\_\_\_

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

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

**EXHIBIT “A”**

**PROPOSAL**

**(insert behind this page)**



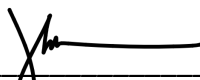
***PROPOSAL OF ECOLOGY ORGANICS, a d.b.a. of ECOLOGY AUTO PARTS, INC.***

***IN RESPONSE TO REQUEST FOR PROPOSAL ("RFP") FOR HAULING AND OFF-SITE DISPOSAL OF BIOSOLIDS, GRIT AND SCREENINGS FOR MISSION SPRINGS WATER DISTRICT ("DISTRICT")***

Mission Springs Water District  
Attn: Selection Committee  
66575 Second Street  
Desert Hot Springs, CA 92240

Submitted on OpenGov's MSWD Portal on Due Date: Tuesday, March 10th, 2026 before 2:00 p.m.

*Ecology Auto Parts, Inc.*

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

*Joel Santos*

*General Manager, Biosolids Division*

*Phone: (213) 440-5861*

*E-mail: jsantos@ecoparts.com*

*Address: 14150 Vine Place, Cerritos, CA 90703*



## Cover Letter

Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240

To the Mission Springs Water District Selection Committee:

Ecology Organics, a d.b.a. of Ecology Auto Parts, Inc. (“Ecology”), respectfully submits this proposal in response to the Request for Proposals – Hauling and Off-site Disposal of Biosolids, Grit and Screenings (February 2026). Ecology has thoroughly reviewed the RFP and fully understands the scope of services, operational requirements, and performance expectations outlined by the District.

As the current service provider to the District, Ecology has demonstrated its ability to successfully perform these services and remains committed to exceeding the District’s standards for safety, compliance, reliability, and environmental stewardship.

Ecology is a premier waste hauling and resource management company with over two decades of operational experience. Annually, Ecology manages:

- Over 150,000 tons of biosolids (all classifications)
- Over 6,000,000 tons of recyclables and municipal solid waste
- Over 26,000 tons of grit and screenings
- Over 160,000 tons of construction and demolition debris

Ecology’s Biosolids Division brings over 50 years of combined leadership experience in solids and organic residuals management. Our team, fleet, and infrastructure are fully equipped to meet the District’s service demands, including:

- A fleet of approximately 630 tractor units, including 205 CNG-powered vehicles, and over 850 trailers
- Full compliance with CARB and South Coast AQMD regulations
- Established partnerships with landfills and beneficial reuse sites, as well as our newly permitted biosolids composting facility in Vicksburg, Arizona
- A fully employee-operated model in compliance with California AB-5, eliminating reliance on subcontracted drivers

Ecology holds a valid California Class A General Engineering Contractor License (#1103965) and is registered with the Department of Industrial Relations (PW-LR-1000583793).

Ecology confirms its intent to perform the services set forth in the RFP.

Primary Contact:

Joel Santos

General Manager, Biosolids Division

Phone: 213-440-5861

Email: jsantos@ecoparts.com

Ecology's corporate headquarters is located at 14150 Vine Place, Cerritos, California 90703.

I, Aaron Siroonian, Chief Operating Officer of Ecology, am authorized to execute this proposal and any resulting agreement. We appreciate the opportunity to continue serving Mission Springs Water District and look forward to supporting the District's operational and environmental objectives.

Respectfully submitted,

Aaron Siroonian

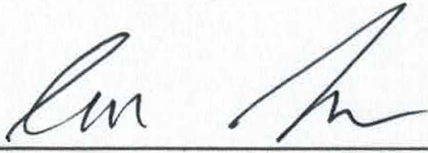
Chief Operating Officer

Ecology Auto Parts, Inc.

**[Signature Page Follows]**

Very truly yours,

Ecology Organics, a d.b.a. of Ecology Auto Parts, Inc.

By: 

Name: Aaron Siroonian

Title: Chief Operating Officer

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**ATTACHMENTS**

- MSWD RFP Addendum No.1 & 2 – Acknowledgement
- Salton City Landfill Acceptance Letter
- Spill Response Plan
- Exhibit B- Insurance and Endorsements
- Exhibit C

## **A. Statement of Understanding and Approach**

Ecology Organics, a d.b.a. of Ecology Auto Parts, Inc. (“Ecology”), understands the Mission Springs Water District’s requirements for reliable hauling and disposal of biosolids, grit, and screenings. Our services must support variable biosolids production (12.5–25 wet tons per day), maintain continuous trailer availability, and comply with 40 CFR Part 503 and all applicable regulations.

Ecology has successfully performed these services for the District over the past three (3) years, delivering continuous, uninterrupted service across all operating conditions. Performance has been sustained through scalable equipment allocation, consistent driver staffing, responsive dispatch coordination, and reliable load coverage.

Ecology operates a fleet of over 630 tractor-trailer units supported by more than 540 experienced drivers, enabling scalable deployment based on daily tonnage. At baseline volumes, Ecology currently assigns a minimum of one driver and tractor-trailer unit per day, with additional units deployed as needed. In accordance with District requirements, Ecology maintains continuous trailer staging onsite, ensuring uninterrupted loading operations.

Our approach is built on operational control and real-time coordination. A dedicated dispatch and operations team manages daily and weekly scheduling, maintains direct communication with drivers and District staff, and ensures timely hauling, issue resolution, and accurate reporting.

Senior leadership and operations management remain actively engaged to ensure consistent service performance. All hauling and disposal/reuse activities are conducted in full regulatory compliance. Ecology utilizes well-maintained belt trailers equipped with water-tight seals, tarping systems, and leak prevention controls. Equipment is routinely inspected and maintained through Ecology’s in-house maintenance/mechanics facilities in Bloomington/Rialto, Santa Fe Springs, and Long Beach (among others) to ensure reliability and safety.

Ecology utilizes established, fully permitted landfill disposal and beneficial reuse outlets, including Class A conversion and soil amendment applications. Ecology also has the capability to further enhance beneficial reuse through the conversion of the District’s sub-class B biosolids into Class A biosolids compost via permitted composting operations in Vicksburg, AZ, at the District’s discretion.

Ecology has consistently provided cost-effective solutions through optimized routing, efficient asset utilization, and strategic disposal partnerships. Our approach remains flexible to the District’s evolving needs, including separate handling of grit and screenings, or combined hauling strategies to improve efficiency and reduce cost.

In summary, Ecology provides a proven, scalable, and compliant approach grounded in direct experience with the District, strong operational infrastructure, and a commitment to reliability and regulatory performance.

## **B. Company Information**

The primary contact for this proposal is:

Joel Santos

General Manager, Biosolids Division

Ecology Organics (d.b.a. of Ecology Auto Parts, Inc.)

Cell: (213) 440-5861

Email: jsantos@ecoparts.com

Office: (562) 921-9974

Headquarters: 14150 Vine Place, Cerritos, CA 90703

Ecology Auto Parts, Inc. is a California corporation and a family-owned and operated company headquartered in Cerritos, California. Ecology Organics operates as a division (d.b.a.) of Ecology Auto Parts, Inc., specializing in biosolids and organic residuals management services.

Founded in 1966, Ecology has nearly six decades of experience in waste and recyclables transportation and resource management, with operational roots dating back to the 1940s. Since 2001, Ecology has operated a dedicated Transportation Division providing specialty hauling services throughout Southern California.

Ecology employs approximately 725 personnel and operates a fleet of approximately 630 tractor units and 850 trailers, including 205 CNG-powered units. The company provides transportation services for biosolids, municipal solid waste, green waste, recyclables, grit and screenings, construction debris, and other commodities.

Ecology maintains in-house maintenance and mechanic's operations to support fleet reliability, with facilities located in Bloomington/Rialto, Santa Fe Springs, and Long Beach (among others), which have smaller office space within them and are located at 2805 Industrial Dr., Rialto; 12927 Marquardt Ave., Santa Fe Springs; and 2701 E. 68<sup>th</sup> St., Long Beach. These facilities ensure consistent equipment performance, safety, and operational uptime.

Ecology is a financially stable and well-insured organization with a long-standing track record of strong operational performance, regulatory compliance, and customer service.

Ecology has not been a defendant in any litigation, mediation, or arbitration related to biosolids hauling services within the past five (5) years, nor has the company been subject to any disciplinary actions related to its operating licenses or permits during that time. A Carrier Profile summary, including current permits and license information, is included for reference.

## **C. Company Personnel**

Ecology's Biosolids Division Team, who would be responsible for overseeing the District's biosolids and grit and screenings hauling and disposal needs, has over fifty years of collective experience and expertise in biosolids, water treatment solids, and organic residuals management and

leadership. A summary of experience for the key personnel of this project and Ecology's Biosolids Division management team is included below.

**JOEL SANTOS, General Manager – Biosolids Division:**

Joel joined Ecology on January 1<sup>st</sup>, 2023. As Ecology's Biosolids General Manager, Joel Santos brings extensive experience with rules, regulations, and compliance matters for managing water and wastewater solids. Mr. Santos has been in the organic residuals and wastewater industry for over 18 years, working directly with industrial, municipal, and commercial customers to manage their residuals brought to various permitted end-use sites throughout California and Arizona. Mr. Santos has also held previous positions in transportation operations management and OSHA safety. Along with site permitting and inspection tasks, Mr. Santos performs the daily management oversight of Ecology's composting land application sites. He currently holds 2 Class-A General Engineering Contractor Licenses, in California and Arizona. Mr. Santos graduated Highest Honors from University of California, Berkeley, where he holds a Bachelor of Science degree in Environmental Studies with an emphasis in Environmental Health and Safety. Mr. Santos's involvement with fulfillment of this contract would include overseeing the overall system of biosolids transportation, environmental compliance, and biosolids reporting. Joel can be reached at (213) 440-5861.

**JOHNNIE CABALLERO, Dispatcher:**

With over 15 years of transportation industry experience, including 5 years in leadership roles and 2 years supporting Ecology's Biosolids Division, Mr. Caballero serves as the primary customer liaison for day-to-day load coordination and operational support. He oversees daily trucking operations and fleet performance, ensuring consistent load coverage and driver safety compliance. Mr. Caballero can be reached at (562) 972-5241.

**SAUL GRACIAN, Transportation Manager:**

With over 25 years in the transportation industry moving waste, commodities, scrap metal, and various other specialty hauls, Mr. Gracian has been with Ecology for over 20 years and is available to assist the Biosolids General Manager, employees, and customers as needed. Saul can be reached at (562) 824-0223.

**AARON SIROONIAN, Chief Operating Officer:**

As Chief Operating Officer and a Director of Ecology Auto Parts, Inc., Aaron has over 34 years in the transportation industry moving commodities, waste, scrap metal, and various other specialty hauls. He oversees all of Ecology's departments and managers, troubleshoots any issues that may arise, and maintains relationships with customers. Aaron can be reached at (562) 755-0868.

Some of Ecology's other key management personnel, along with their skilled staff, who would be contributing their skills to the hauling operations include the following:

- Roy Blanco, Human Resources & Safety Director: Mr. Blanco has over 17 years in Human Resources management and oversees payroll, benefits, workplace behavioral training and signage, and assists with new hire registration and safety training.

- Robert (Bob) Walker, Chief Financial Officer: Mr. Walker brings over 25 years in the Accounting profession generally and has been employed with Ecology’s Accounting Dept. for nearly 18 years, oversees Accounting Dept. managers and personnel, reviews financial statements and reports, and coordinates with banking institutions and Ecology’s outside accounting firm for tax return preparation.
- Rogelio Horta, Safety Manager: Mr. Horta has over 30 years of experience in occupational safety and environmental operations, including wastewater treatment facilities. He provides leadership in implementing OSHA and applicable safety standards while ensuring site-specific safety protocols are effectively integrated into daily operations. Mr. Horta will coordinate closely with the Biosolids Operations Manager to conduct safety meetings tailored to the District facility’s requirements.
- Ivan Sanchez, Department of Transportation (“DOT”) Compliance Manager: Mr. Sanchez has been employed with Ecology for over 13 years, assisting with truck and driver compliance with DOT regulations and coordinating with department managers, drivers, and our in-house mechanics regarding DOT compliance.

#### **D. Experience & References**

Ecology Auto Parts, Inc. (“Ecology”) and its assigned key personnel are fully licensed and qualified to perform the services outlined in this RFP. Disposal and beneficial reuse services are supported through a combination of Ecology’s own permitted composting facility and established, fully permitted third-party land application sites and facilities, including long-standing partners such as Burrtec Waste Industries.

Ecology far exceeds the minimum three (3) years of experience within the past five (5) years, with nearly two decades of performing biosolids hauling and disposal services for public agency clients of similar size and scope. Ecology has not filed for bankruptcy under any business name within the past five (5) years or at any time.

Ecology has extensive experience supporting public agencies and large-scale operations, including long-term biosolids hauling contracts and beneficial reuse programs. Notably, Ecology has provided biosolids hauling services for approximately 18 years to the County of Los Angeles Sanitation District No. 2.

Additional waste hauling clients include:

- City of Los Angeles – Sanitation Department (CLARTS)
- Inland Empire Utilities Agency
- Eastern Municipal Water District
- City of Coachella - Coachella Sanitary District
- City of Santa Cruz - Wastewater Treatment Facility
- Waste Management National Services, Inc.
- California Waste Services, LLC
- “Athens”-Arakelian Enterprises Inc.
- County of Los Angeles, Sanitation District No. 2
- Encina Wastewater Authority
- Waste Connections-Santa Maria Transfer Station, LLC
- City of Oceanside – La Salina and San Luis Rey WWTP
- Republic Services Procurement Inc.
- Burrtec Waste Industries, Inc.
- Tierra Verde Industries, Inc.
- Ecology Recycling Services, LLC

For the District’s review, please see our References below for performance information on specific projects. Exhibit C also lists other hauling contracts with contact information.

REFERENCE NO. 1	
NAME OF FIRM	City of Los Angeles - Sanitation Department.
ADDRESS	1149 S. Broadway, 5th Fl.
CITY, STATE, ZIP	Los Angeles, CA 90015
TELEPHONE NO. & E-MAIL	213-804-7919; <a href="mailto:james.greenfield@lacity.org">james.greenfield@lacity.org</a>
CONTACT	James Greenfield
PROJECT NAME	Hauling of MSW and green waste from CLARTS.
DURATION	Current contract began 2014 to present;
REFERENCE NO. 2	
NAME OF FIRM	Los Angeles County Sanitation District No. 2
ADDRESS	24501 Figueroa St.
CITY, STATE, ZIP	Carson, CA 90745
TELEPHONE NO. & E-MAIL	559-580-4070; <a href="mailto:matthewhutton@lacs.org">matthewhutton@lacs.org</a>
CONTACT	Matthew Hutton
PROJECT NAME	Hauling of biosolids, inert, and food waste
DURATION	Approx. 2008 to present
REFERENCE NO. 3	
NAME OF FIRM	Encina Wastewater Authority
ADDRESS	6200 Avenida Encinas
CITY, STATE, ZIP	Carlsbad, CA 92011
TELEPHONE NO. & E-MAIL	(442) 320-7018; <a href="mailto:aappel@encinajpa.com">aappel@encinajpa.com</a>
CONTACT	Alicia Appel
PROJECT NAME	Biosolids Hauling and Beneficial Reuse/Land Application
DURATION	June 2024 - Present
REFERENCE NO. 4	
NAME OF FIRM	City of Coachella - Coachella Sanitary District
ADDRESS	87-075 Avenue 54th
CITY, STATE, ZIP	Coachella CA 92236
TELEPHONE NO. & E-MAIL	(760) 578-9023; <a href="mailto:rhuerta@coachella.org">rhuerta@coachella.org</a>
CONTACT	Robert Huerta
PROJECT NAME	Biosolids Hauling and Beneficial Reuse/Land Application

DURATION	June '24 - August '24
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**E. Evidence of Insurance**

Ecology has demonstrated full compliance with all insurance requirements as the District’s current service provider since 2022, consistently maintaining coverage that meets or exceeds the District’s standards throughout the duration of the existing contract. Our insurance program is specifically structured to support high-volume hauling operations.

Ecology maintains comprehensive insurance coverage in accordance with the requirements outlined in the RFP and the District’s General Services Agreement, including:

- Commercial General Liability
- Automobile Liability
- Workers’ Compensation
- Employer’s Liability
- Pollution Liability

In addition to primary coverage, Ecology maintains excess liability policies to ensure adequate protection above required limits, providing an added layer of risk mitigation for the District. Certificates of insurance and supporting documentation demonstrating current coverage and limits are included as part of this proposal. Ecology is committed to maintaining continuous compliance with all insurance requirements for the duration of the contract.

Ecology also maintains a strong safety and risk management program, including regular driver training, spill response preparedness, and adherence to all applicable federal, state, and local regulations governing transportation operations. A Biosolids Spill Response Plan is implemented and carried within all applicable vehicles to ensure rapid and effective response to any incident.

**F. Pricing**

Ecology’s pricing, inclusive of all labor, equipment, fuel, and disposal/reuse costs for hauling from the Horton Wastewater Treatment Plant (HWWTP) and Nancy Wright Regional Water Reclamation Facility (NWRWRF), is provided in a separate Cost Proposal in accordance with the requirements of the RFP. All pricing is subject to the surcharges and conditions outlined therein.

Ecology has structured its pricing to provide the District with flexible, cost-effective service options tailored to operational preferences and long-term objectives:

- **Base Option (Current Practice – Most Cost-Effective):**  
Continuation of the District’s existing operation, whereby grit and screenings are loaded into the same biosolids trailer. A single trailer is then hauled for disposal, maximizing hauling efficiency and minimizing cost.
- **Alternative Option – Beneficial Reuse (Composting):**  
Transport of biosolids to Ecology’s permitted composting facility for processing into Class A compost, providing a beneficial reuse pathway and supporting sustainability objectives.
- **Alternative Option – Segregated Handling:**  
Provision of separate bins/containers for grit and screenings, with independent hauling from biosolids trailers. This option allows for operational separation where preferred by the District.

These options are designed to provide the District with operational flexibility, regulatory compliance, and cost control, allowing selection of the most suitable approach based on evolving needs and priorities.

### **G. Disclosures and Conclusion**

Ecology has been the current service provider to the Mission Springs Water District since 2022, performing biosolids, grit, and screenings hauling services. Ecology has maintained a professional working relationship with District staff and has delivered continuous, compliant, and reliable service throughout the contract term. Ecology’s familiarity with District operations, personnel, and facilities enables seamless continuity of service without transition risk.

Ecology would respectfully request discussing with the District a revision to the termination for convenience provision of the draft contract, in order to allow a cure period for any breach, similar to language that is now existing in Ecology's contract with the District which allows a defaulting party 30 days to cure a material breach after written notice of such breach.

To the best of Ecology’s knowledge, there are no material business or personal relationships between Ecology’s owners, officers, or management and any District employees or officials, or their respective family members, that would present a conflict of interest. Ecology’s Biosolids General Manager, Joel Santos, has previously been indirectly involved in biosolids hauling coordination with the Horton Wastewater Treatment Plant (HWWTP) through prior employment; however, this involvement was strictly professional in nature.

Ecology is a large employer with over 650 employees and, as such, maintains a standard volume of administrative worker’s compensation claims typical for an organization of its size. Summaries of such claims can be provided upon request.

Ecology has not received any serious or willful violations from the Occupational Safety and Health Administration (OSHA) and remains committed to maintaining a safe and compliant work environment.

In summary, Ecology’s longevity in the transportation industry, extensive biosolids hauling experience, expansive fleet capacity, and specialized team position Ecology as a highly qualified and reliable partner for the District’s biosolids, grit, and screenings hauling and disposal needs.

As the District's current service provider since 2022, Ecology has established a proven record of consistent, uninterrupted service, supporting varying operational demands while maintaining compliance, responsiveness, and cost efficiency. This experience ensures seamless continuity and immediate value without transition risk.

Ecology remains committed to delivering safe, compliant, and cost-effective solutions while supporting the District's evolving operational objectives. We appreciate the opportunity to continue serving Mission Springs Water District and remain fully responsive throughout the evaluation process.

# ATTACHMENTS

- MSWD RFP Addendum No.1 & 2 – Acknowledgement
- Salton City Landfill Acceptance Letter
- Spill Response Plan
- Exhibit B- Insurance and Endorsements
- Exhibit C

**MISSION SPRINGS WATER DISTRICT**

**ADDENDUM NO. 1  
TO THE REQUEST FOR PROPOSAL FOR THE  
HAULING AND OFF-SITE DISPOSAL OF BIOSOLIDS, GRIT AND SCREENINGS**

March 2, 2026

**ADDENDUM NO. 1** – Bidders are hereby notified that the Request for Proposal for the above-referenced project is amended as set forth below, and in no other manner:

**NOTICE TO BIDDERS**

**GENERAL:**

All provisions contained in this Addendum No. 1 are hereby made part of the Request for Proposal Documents for the Project. Each Bidder shall acknowledge receipt of this Addendum No.1 through the Project Portal in OpenGov.

Responses to bidder questions have been postponed and will be issued on or before **Wednesday, March 4, 2026.**

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If you have given the Request for Proposal to someone else, please forward this Addendum.

---

Dated Sign: March 2, 2026

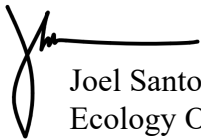
By: \_\_\_\_\_



Danny Friend

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

Director of Operations



Joel Santos  
Ecology Organics, 3/9/26

**MISSION SPRINGS WATER DISTRICT**

**ADDENDUM NO. 2  
TO THE RFP DOCUMENTS FOR THE  
HAULING AND OFF-SITE DISPOSAL OF BIOSOLIDS, GRIT AND SCREENINGS**

March 9, 2026

**ADDENDUM NO. 2** – Bidders are hereby notified that the Request for Proposal for the above-referenced project is amended as set forth below, and in no other manner:

**NOTICE TO BIDDERS**

**GENERAL:**

All provisions of Addendum No. 2 are hereby incorporated into the Request for Proposal Documents for the Project. Bidders shall fully consider and comply with all requirements set forth herein when preparing and submitting their bid proposals. Each Bidder shall acknowledge receipt of this Addendum No. 2 through the Project Portal in OpenGov.

**REQUEST FOR PROPOSAL DOCUMENTS:**

**SECTION 23 - INVOICING**

The invoicing requirements set forth in Section 23 are included in the Request for Proposal documents.

---

If you have given the Request for Proposal to someone else, please forward this Addendum.

---

Dated Sign: March 9, 2026

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



Danny Friend

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

Director of Operations



Joel Santos



Mr. Joel Santos  
Ecology Organics Division  
14150 Vine Place  
Cerritos, CA 90703

March 6, 2026

Re: Permitting Status for Biosolids Management, Salton City Solid Waste Site  
RWQCB WDR #R7-20014-0048 – For Class III Landfill  
RWQCB WQ 2020-0012-DWQ – Biosolids Drying  
CalRecycle/Imperial County Division of Environmental Health SWFP #13-AA-0011

Dear Mr. Santos:

Burrtec Waste Industries, Inc., is pleased to provide you with the attached documentation and permitting information for our Salton City Landfill (SCLF) and Biosolids Drying and Treatment Facility, located near Salton City in Imperial County, California.

Our Hierarchy for management of biosolids at SCLF is as follows:

- 1) Co-Disposal
- 2) Mixing with soil for use as ADC (activity currently suspended due to limited area).
- 3) Drying/Treatment to Class A quality, offsite/onsite use (suspended until further notice)

Co-disposal in the Class III landfill is currently the only management option available at the Salton City Landfill at this time. Based on our site-specific location and conditions, SCLF is permitted to co-dispose of up to a 3:1 ratio of dry MSW to wet-biosolids. At our current MSW throughput, this provides for up to a total of approximately 750 tons of wet biosolids per day. Based on our current average daily deliveries, Salton City Landfill has capacity for an additional 500 tpd of wet biosolids at this time.

Please call if you have any  
Sincerely,

*David S Brischke*

David S Brischke, P.E.  
Regional General Manager  
Burrtec Waste Industries, Inc.

**Burrtec Landfill Division**  
Contractor's License #791805

9400 Cherry Avenue, Building C • Fontana, California 92335 • 909-743-6319 • Fax 909-714-1776



TITLE: **SPILL RESPONSE PLAN**

LOCATION: BIOSOLIDS

**1.0 SCOPE**

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

**2.0 BIOSOLIDS HAZARDS**

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

**3.0 EMERGENCY CONTACTS AND NOTIFICATIONS**

- 3.1 In the case a spill or accident occurs during the transportation of biosolids, the following emergency contacts will be contacted, regardless of the amount spilled:
  - Joel Santos/General Manager Cell (213) 440-5861
  - Johnnie Caballero/Dispatcher Cell (562) 972-5241
  - Roy Blanco/HR Director Cell (562) 459-0730
- 3.2 An Ecology representative will notify the Generator of the load origin as soon as possible.
- 3.3 The Dispatcher or an Ecology representative will notify the Generator where the material originated from about the spill as soon as possible.



**TITLE: SPILL RESPONSE PLAN**

**LOCATION: BIOSOLIDS**

**4.0 PERSONAL PROTECTIVE EQUIPMENT**

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

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

**5.0 RESPONSE INSTRUCTIONS IN CASE OF SPILLS**

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

**6.0 DRIVER PROCEDURES**

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

**7..0 DISPATCHER PROCEDURES**

---



## CORPORATE SAFETY PLAN

DOCUMENT ID: ECOSAF – 1025

REV: NEW DATE: 09/12/2025

### TITLE: **SPILL RESPONSE PLAN**

LOCATION: BIOSOLIDS

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

### **8.0 SPILL CLEAN UP**

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



CORPORATE SAFETY PLAN

DOCUMENT ID: ECOSAF – 1025

REV: NEW    DATE: 09/12/2025

TITLE: **SPILL RESPONSE PLAN**

LOCATION: BIOSOLIDS

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

**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**(insert behind this page)**

SAMPLE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2025

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 18201 Von Karman Ave Suite 200 Irvine CA 92612  License#: 0D69293 ECOLAUT-01	<b>CONTACT NAME:</b> Jennifer Isley <b>PHONE (A/C. No. Ext):</b> 949-349-9885 <b>E-MAIL ADDRESS:</b> Jennifer_Isley@ajg.com		<b>FAX (A/C. No.):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td><b>INSURER B:</b> AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td><b>INSURER C:</b> Property and Casualty Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td><b>INSURER D:</b> Swiss Re Corporate Solutions Capacity Insurance Co</td> <td>34916</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Hartford Fire Insurance Company	19682	<b>INSURER B:</b> AXIS Surplus Insurance Company	26620	<b>INSURER C:</b> Property and Casualty Ins Co of Hartford	34690	<b>INSURER D:</b> Swiss Re Corporate Solutions Capacity Insurance Co	34916	<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURED</b> Ecology Auto Parts, Inc. 14150 Vine Place Cerritos, CA 90703																

**COVERAGES**

CERTIFICATE NUMBER: 1749219009

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"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		72ECSR31507	6/15/2025	6/15/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72CSER31508	6/15/2025	6/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			P-001-000878783-04	6/15/2025	6/15/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		72WNR31504 72WNR31509	6/15/2025 6/15/2025	6/15/2026 6/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			DOX5300431-01	6/15/2025	6/15/2026	Each Occurrence \$3,000,000 Aggregate \$3,000,000

**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/Primary Non-contributory applies on the General Liability policy, per the attached form. RE: Work performed by named insured as required per written contract with respects to Mission Springs Water District. Certificate Holder(s) Continued: Mission Springs Water District, its directors, officers, employees, or authorized Volunteers, or using the language

**CERTIFICATE HOLDER****CANCELLATION**

Mission Springs Water District  
 66575 2nd Street  
 Desert Hot Springs CA 92240

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE PART (EXCESS)  
COMMERCIAL GENERAL LIABILITY COVERAGE PART (EXCESS – BROAD FORM)

With respect to other insurance available to any person or organization who is an additional insured under this Coverage Part, the following is added to Paragraph 4., **Other Insurance** of **Section IV – Commercial General Liability Conditions**:

#### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### **a. Primary Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance be primary, then subject to the "self-insured retention", this insurance is primary except when Paragraph **c.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **d.** below.

##### **b. Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, then subject to the "self-insured retention", this insurance is primary except when Paragraph **c.** below applies and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured.

#### **c. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### **(a) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### **(b) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

##### **(c) Property Damage to Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**d. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MOTOR CARRIER BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **MOTOR CARRIER COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

**Who Is An Insured, Paragraph 1 of Section II - Covered Autos Liability Coverage** is amended to add the following:

##### **d. Subsidiaries And Newly Acquired Or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees As Insureds**

- (1) Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Additional Insured If Required By Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto".

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
  - (b) Subsequent to the execution of such written contract, and
  - (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.
- (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties In The Event Of Accident, Claim, Suit Or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **Loss Conditions 2. of Duties In The Event Of Accident, Claim, Suit Or Loss of Section V - Motor Carrier Conditions**, in the same manner as the Named Insured.

**2. Primary And Non-Contributory If Required By Contract**

Only with respect to insurance provided to an additional insured in **1.C. Additional Insured If Required By Contract**, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **Other Insurance 5.h.**

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this

insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Section V – Motor Carrier Conditions, B. General Conditions, **Other Insurance – Primary and Excess Insurance Provisions 5.h.**

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The **Other Insurance – Primary and Excess Insurance Provisions 5.h.** in Section V – Motor Carrier Conditions, B. General Conditions, amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**4. AMENDED FELLOW EMPLOYEE EXCLUSION**

**B. Exclusion 5. Fellow Employee of Section II - Covered Autos Liability Coverage** does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

This coverage does not apply to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or any similar law.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION IV - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

#### **6. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION IV - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### **7. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION IV - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **8. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION IV - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **9. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION IV - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Motor Carrier Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Motor Carrier Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in **Loss Conditions 2.a. Duties In The Event Of Accident, Claim, Suit Or Loss** of **Section V - Motor Carrier Conditions** that you must notify us of an "accident" applies only when the "accident" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a limited liability company; or
4. An executive officer or insurance manager, if you are a corporation.

#### **11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally make an error, omission or improper description of operations or other descriptions mentioned in this policy existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **12. WAIVER OF SUBROGATION**

**Transfer Of Rights Of Recovery Against Others To Us** of **Section V - Motor Carrier Conditions** is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **13. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION VI-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **14. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **15. HIRED AUTO - COVERAGE TERRITORY**

Paragraph B. of **General Conditions 7. Policy Period, Coverage Territory** of **Section V - Motor Carrier Conditions** is replaced by the following:

(5) Anywhere in the world if:

- (a) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 72 WN R31504

**Endorsement Number:** 20

**Effective Date:** 5/21/2025      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ECOLOGY AUTO PARTS INC.  
14150 VINE PLACE  
CERRITOS, CA 90703

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by \_\_\_\_\_

*Suean S. Castaneda*

Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

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14150 VINE PLACE  
CERRITOS, CA 90703

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by \_\_\_\_\_

*Susan S. Castaneda*

Authorized Representative

Ecology Auto Parts Inc

Class A General Engineering License

Link: <https://www.cslb.ca.gov/OnlineServices/CheckLicenseII/LicenseDetail.aspx?LicNum=1103965>

[Home](#) | [Online Services](#) | License Details

## Contractor's License Detail for License # 1103965

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

### Business Information

ECOLOGY AUTO PARTS INC  
dba ECOLOGY GENERAL ENGINEERING

14150 VINE PLACE  
CERRITOS, CA 90703  
Business Phone Number:(562) 921-9974

**Entity** Corporation  
**Issue Date** 04/25/2023  
**Expire Date** 04/30/2027

### License Status

**This license is current and active.**

All information below should be reviewed.

### Classifications

[A - GENERAL ENGINEERING](#)

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [HARCO NATIONAL INSURANCE COMPANY](#).

**Bond Number:** 0827886

**Bond Amount:** \$25,000

**Effective Date:** 08/31/2024

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **66611081** for JOEL FORTEZA SANTOS in the amount of **\$25,000** with [WESTERN SURETY COMPANY](#).

**Effective Date:** 03/10/2023

### Workers' Compensation

This license has workers compensation insurance with the [PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD](#)

**Policy Number:** 72WNR31504

**Effective Date:** 06/15/2025

**Expire Date:** 06/15/2026

[Workers' Compensation History](#)

#### Workers' compensation classification code(s):

94031 - Garbage/Refuse Collecting

8500 - Metal Scrap Dealers

8810 - Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

# EXHIBIT C

## Questionnaire/Contractor's Qualifications Statement

(4 pages)

**CONTRACTOR NAME:** Ecology Organics, a d.b.a. of Ecology Auto Parts, Inc.

### 1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? Over 70 years in business

1.2 How many years has your organization been in business under its present name? Since June, 1968

1.2.1 Under what other names has your organization operated? Land Fill Incorporated, Sante Fe Springs Ecology Center, Inc.; Take a Part; and Ecology Auto Wrecking

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

1.3.1 Date of incorporation: 6/10/68

1.3.2 State of incorporation: CA

1.3.3 Corporate ID number: C0510556

1.3.4 President's name: Charles B. Siroonian

1.3.5 Agent for Service of Process: CT Corporation System

1.4 If your organization is a partnership, answer the following: **N/A**

1.4.1 Date of organization: \_\_\_\_\_

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: **N/A**

1.5.1 Date of organization: \_\_\_\_\_

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.

Federal Dept. of Transportation DOT No: 629013; CA MCP# 46298; Also see attached Carrier Profile Sheet.

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

CA Class A - General Engineering License - 1103965 - Ecology Auto Parts Inc DBA Ecology

General Engineering

**3. EXPERIENCE**

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

Transportation of biosolids, grit and screenings, green waste, trash, recyclables, food waste, inert, wood chips, scrap iron and metals. Green waste and biosolids composting in Vicksburg, AZ.

\* 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.

Please see Experiences page separately attached.

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

Year \_\_\_\_\_ \$ \_\_\_\_\_

Year \_\_\_\_\_ \$ \_\_\_\_\_

Year \_\_\_\_\_ \$ \_\_\_\_\_

**\*Sections 3.2 and 3.3 contain confidential financial information not subject to public disclosure.**

Year \_\_\_\_\_ \$ \_\_\_\_\_

Year \_\_\_\_\_ \$ \_\_\_\_\_

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 Question No. 3.2 for customers with current contracts in progress (who also had prior completed agreements.

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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. N/A

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#### 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)

There are a handful of lawsuits pending involving alleged wage and hour claims, and auto liability claims, and we are happy to provide summaries if necessary.

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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)

Ecology has not filed any lawsuits or requested arbitration regarding any of its transportation contracts within the last 5 years.

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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. N/A

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**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.**

Yes, this requirement is satisfied and exceeded.

# Pricing Proposal Sheet

Mission Springs Water District  
 Hauling and Off-Site Disposal of Biosolids, Grit, and Screenings



Proposer: Ecology Auto Parts, Inc.

◆ **OPTION 1 – CURRENT PRACTICE: COMBINED HAULING FOR CO-DISPOSAL AT SALTON CITY LANDFILL**

*(Grit & screenings combined with biosolids in same trailer – most cost-effective)*

Line Item	Unit	Unit Price (\$)	Notes
Biosolids Hauling (HWWTP/NWRWRF to Salton City Landfill)	\$/Ton	28.31	
Biosolids Co-Disposal at Salton City Landfill	\$/Ton	31.53	
Combined Grit & Screenings Handling (included in biosolids loads)	Included	Included	No separate charge. MSWD loads grit & screenings in biosolids trailer.
*Daily Truck Rental	\$/Day	\$100	Yard Goat at Nancy Wright, Tractor at Horton
*Trailer Provision	\$/Week/trailer	500	
**Surcharges (Fuel, CPI, Regulatory, etc.)			Please See Fuel Surcharge and Annual CPI Footnotes

\*flat fee accessorial charge

**Cost per Ton (Hauling + Disposal): \$ 59.84**



◆ **OPTION 2 – BENEFICIAL REUSE: BIOSOLIDS COMPOSTING/  
GRIT AND SCREENINGS FOR DISPOSAL**

*(Biosolids processed at Ecology compost facility; Grit and Screenings disposed at Salton City Landfill)*

Line Item	Unit	Unit Price (\$)	Notes
Biosolids Hauling to Ecology Compost Facility	\$/Ton	58.26	
Compost Processing Tip Fee (Class A Conversion)	\$/Ton	25.00	Ecology Compost Facility, Vicksburg AZ
Grit & Screenings Hauling to Salton City Landfill	\$/Ton	28.31	
Grit & Screenings Disposal at Salton City Landfill	\$/Ton	48.60	
*Daily Truck Rental	\$/Day	\$100	Yard Goat at Nancy Wright, Tractor at Horton
*Trailer Provision	\$/Week/trailer	500	
*Roll-Off Bins Provision	\$/Week/trailer	50	
**Surcharges (Fuel, CPI, Regulatory, etc.)			Please See Fuel Surcharge and Annual CPI Footnotes

\*flat fee accessorial charge

**Cost per Ton for Biosolids Composting at Ecology’s Compost Facility in Vicksburg, AZ (Hauling + Disposal/Reuse):**

**\$ 83.26**

**Cost per Ton for Grit and Screenings Disposal at Salton City Landfill (Hauling + Disposal): \$ 76.91**

◆ **OPTION 3 – SEGREGATED HANDLING: BIOSOLIDS AND GRIT & SCREENINGS CO-DISPOSAL AT SALTON CITY LANDFILL**

<b>Line Item</b>	<b>Unit</b>	<b>Unit Price (\$)</b>	<b>Notes</b>
Biosolids Hauling (HWWTP/NWRWRF to Salton City Landfill)	\$/Ton	28.31	Hauled in Belt Trailers
Biosolids Co-Disposal at Salton City Landfill	\$/Ton	31.53	
Grit & Screenings Hauling to Salton City Landfill	\$/Ton	28.31	
Grit & Screenings Disposal at Salton City Landfill	\$/Ton	48.60	
*Daily Truck Rental	\$/Day	\$100	Yard Goat at Nancy Wright, Tractor at Horton
*Trailer Provision	\$/Week/trailer	500	
*Roll-Off Bins Provision	\$/Week/trailer	50	
**Surcharges (Fuel, CPI, Regulatory, etc.)			Please See Fuel Surcharge and Annual CPI Footnotes

\*flat fee accessorial charge

**Cost per Ton for Biosolids Co-Disposal at Salton City Landfill (Hauling + Disposal): \$ 59.84**

**Cost per Ton for Grit and Screenings Disposal at Salton City Landfill (Hauling + Disposal): \$ 76.91**

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**\*\*Surcharge Structure (Applicable to All Options):**

- CPI: During the initial Term, all above rates shall be increased (not decreased) on the first anniversary date of the Agreement, and annually thereafter, by a percentage equal to 100% of the consumer price index as provided by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers for the Los Angeles-Long Beach-Anaheim CA Area (All Items) region, for the monthly index period two months prior to the anniversary date as compared to the same index twelve months prior.
- Standby time: \$95.00 per hour after first 60 minutes on-site at origin site (HWWTP / NWRWRF), using third party GPS data tracked by Ecology.
- Load minimum charge: 23 tons
- Fuel Surcharge: Rates include up to \$ 6.00 per gallon (diesel fuel base) based on California Department of Energy (DOE) per gallon weekly average. Rate only increases if fuel base is exceeded on DOE index (Diesel Fuel Update - U.S. Energy Information Administration (EIA)), fuel recovery is based per mile.  $\text{Base fuel} - \text{DOE California average} = \text{Difference per gallon price (DPGP)}$  divided by 5 mpg = Fuel surcharge Price per mile (FSCPM), multiplied by miles round trip, calculated weekly.
- Tipping Fees: If tipping or disposal fees or charges at destinations increase beyond an ordinary CPI increase, or if costs increase due to a change in law or facility hours, such increase in fees, charges or costs will be passed through to the District after the parties negotiate in good faith an appropriate increase.

**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**(insert behind this page)**