

**COUNTY OF TULARE
SERVICES AGREEMENT
WATER DYNAMICS INC.**

THIS AGREEMENT ("Agreement") is entered into as of October 1, 2017, between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and WATER DYNAMICS INC., referred to as ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. Whereas the COUNTY and the CONTRACTOR entered into the Contract, effective June 30, 2017 pursuant to which the CONTRACTOR was to provide operation and testing services for the COUNTY.

B. Whereas both parties desire to enter into a new retroactive Contract to cover services dated October 2017 and continue services for fiscal year 2018/19 in an amount not to exceed \$278,980.08 per fiscal year.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of October 01, 2017 and expires at 11:59 PM on June 30, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. **SERVICES:** See attached Exhibits A, A-1, A-2, . . .

3. **PAYMENT FOR SERVICES:** See attached Exhibits B, B-1, B-2, . . .

4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.

5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
<input type="checkbox"/>	Exhibit ____	[Insert name of any other exhibit needed and attach]

7. **NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY OF TULARE
SERVICES AGREEMENT
WATER DYNAMICS INC.**

COUNTY:

GENERAL SERVICES AGENCY
5953 S. Mooney Blvd
Visalia, CA 93291
Phone No.: 559-624-7227
Fax No.: 559-624-1022

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

Water Dynamics Inc.
Attn: Germaine Dill
4877 W Jennifer Ave #104
Fresno, CA 93722
Phone No.: 559-271-0953
Email: germainer@waterdynamicsinc.net

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE
SERVICES AGREEMENT
WATER DYNAMICS INC.**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Water Dynamics Inc.

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By _____

Deputy Clerk

Approved as to Form
County Counsel

Date: _____

By _____

Deputy

Matter # _____

EXHIBIT A

OPERATIONS AND MAINTENANCE PROPOSAL

*SEQUOIA FIELD WASTEWATER
TREATMENT AND POTABLE WATER
FACILITIES.*

November 20, 2002

Prepared for Tulare County Building Services
EXHIBIT A

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INTRODUCTION

Water Dynamics is pleased to submit this proposal for supervision and operation and maintenance of the Sequoia Field Wastewater Treatment Facility located in Tulare County.

This proposal is to operate and maintain the Sequoia Field Water Distribution Systems and Wastewater Treatment Facility including lift stations and excludes all costs and responsibility associated with regulatory planning, removal and disposal of hazardous materials or wastes which may exist at any of the facilities. Similar services are provided for the Three Rivers and Downtown Water Systems.

This proposal is submitted in consideration of a one (1) year contract which can be extended year to year by mutual consent upon conclusion of the one year term.

AVAILABILITY

Water Dynamics staff will be available to respond to emergency call-outs 24 hours per day, seven days per week. Upon notification it is expected that the typical response time would be one hour or less. The operator on duty will have a cell phone with him 24 hours per day on his scheduled days to work.

In addition, Water Dynamics has a dedicated emergency phone number including voice mail with paging for notification of the operator on call. Our after-hours emergency phone number is 271-1140.

CERTIFICATION

Water Dynamics shall only utilize appropriately qualified individuals in the performance of the work. In conjunction with this proposal, Water Dynamics will provide the services of a Grade III or V certified operator to provide necessary supervision and training.

Operational duties will be performed in accordance with regulations adopted by the EPA, Department of Health Services and the State Water Resources Control Board.

CHEMICALS

Chemicals such as sodium hydroxide, sodium hypochlorite, or polymer, which the facility may begin using during the term of the contract will be provided by the Tulare County RMA with Water Dynamics providing assistance on evaluating pricing, cost effectiveness and delivery. In addition, Water Dynamics will monitor chemical usage and associated expenses and will establish related budget values for use in the annual budget.

Collection System Cleaning

Routine cleaning of the collection system is an important part of the facility's routine preventive maintenance program. Water Dynamics will advise Tulare County RMA on routine system cleaning and monitor the activities of the contractor selected to provide this service. Water Dynamics will assist the contractor where appropriate in the performance of the service in order to assure effective service and proper cleaning are being provided.

CONTACT

The mailing address and contact for all communications, payments and correspondence during the life of the contract is as follows:

Contact:	Anderson Dill, Jr. (Contract Manager) Sandy Mayfield (Billing and Monitoring Reports)
Address:	Water Dynamics 4644 W. Jennifer Ave., Suite 108 Fresno, CA 93722-6416
Telephone:	(559) 271-0953 x 11
After Hours Emergency:	(559) 271-1140
Fax:	(559) 271-0294
Monty Dill (Cell)	(559) 355-4458
Pam Neronha (Cell)	(559) 313-5677

COOPERATION DURING CONSTRUCTION

Water Dynamics personnel will cooperate as necessary with Tulare County RMA staff, consulting engineers, and contractors during construction and startup of any new facilities.

Water Dynamics will reasonably assist during construction projects by accommodating when possible the Tulare County RMA and it's contractors

during construction events. All additional costs for labor, equipment, materials, etc. incurred in the performance of this effort will be invoiced to Tulare County RMA. Where appropriate, Water Dynamics will submit invoicing directly to the consultants or contractors receiving benefit from these services in order to receive payment from same.

COST PROPOSAL

The cost to the Tulare County RMA during the first twelve months for Water Dynamics to perform the routine operation and maintenance services identified in this proposal is \$78,302/ year. Monthly invoicing will reflect costs for actual labor and expenditures. Laboratory analytical costs are not included in this amount. All costs for consulting and/or personnel services performed beyond the routine monthly effort shall be invoiced in accordance with the most current Water Dynamics Rate Schedule.

SEQUOIA FIELD WASTEWATER TREATMENT PLANT:

LABOR	\$63,700.00
VEHICLE	\$ 1,820.00
SAMPLE DELIVERY	\$ 1,680.00
	\$ 67,200.00

THREE RIVERS WATER SYSTEM:

LABOR	\$ 5,480.00
VEHICLE	\$ 1,436.00
	\$ 6,916.00

DOWNTOWN WATER SYSTEM:

LABOR	\$ 3,640.00
VEHICLE	\$ 546.00
	\$ 4,186.00
TOTAL	\$ 78,302.00

DISPOSAL POND MAINTENANCE

Tulare County RMA shall continue to be responsible for disposal pond maintenance during this contract. Pond maintenance includes but is not limited to, insect, rodent and weed control along the bank erosion control and repair.

DISPUTES

All disputes regarding Water Dynamics' performance of its responsibilities in association with operation and maintenance of the water and wastewater facilities or the performance/conduct of its employees shall immediately be brought to the attention of the contract manager for resolution.

EMERGENCY CALL OUT

Water Dynamics personnel will respond to all water system and treatment plant alarms. As part of this agreement responding to emergencies in performance of the services described in this proposal on operation or maintenance of the water and wastewater facilities will be charged to Tulare County RMA at one and a half times the rate shown in the most current Water Dynamics Rate Schedule with a three (3) hour minimum.

EMERGENCY EXPENDITURES

In the event of an emergency where immediate action must be taken in order to prevent damage to the county's facilities or possible undo expense to Tulare County RMA, and no Tulare County RMA representative is available to authorize an expenditure in excess of \$500.00, then Water Dynamics shall proceed with the necessary course of action to remedy the emergency situation provided the costs are not estimated to exceed \$2,000.00.

INSTRUMENT CALIBRATION

The influent flow meter for the treatment plant will be calibrated annually as part of the routine preventive maintenance program and billed at prevailing rates.

INSURANCE

Water Dynamics shall maintain during the life of the contract comprehensive general liability insurance with a combined single limit of not less than one million dollars per occurrence, comprehensive automobile liability insurance with a combined single limit of not less than \$500,000. dollars per occurrence. The insurance policy shall name Tulare County RMA and its officers, employees, agents and volunteers as additional insured. In addition, Water Dynamics shall provide worker's compensation/employers liability insurance as required by the State of California.

LABORATORY ANALYSES

Water Dynamics will use only certified laboratories to provide analytical results of monitoring samples specified in the facility monitoring and reporting program. Selection of a laboratory to provide analytical services will be at Water Dynamics' discretion. Analyses performed in the field for which there are approved methods will be completed by site staff using calibrated field instruments or approved test apparatus. Sampling and analysis performed will be in accordance with Waste Discharge Requirements and Monitoring and Reporting Program issued by the Regional Water Quality Control Board, California Department of Health Services, Tulare County Environmental Health and all applicable state and federal requirements. Costs for water system and treatment plant sampling are included in the expected typical monthly cost in this proposal. Laboratory analyses will be invoiced monthly at laboratory list cost. Below are typical costs associated with sample analysis. Water Dynamics will strive to keep analytical costs to a reasonable level and within budget. Annual cost projections will be submitted for use in budget preparation.

Any new sampling, analysis or monitoring requirements issued by the EPA, Regional Board, County Health or State Health Department during the contract period could be cause for increased costs in the typical monthly fee in order to offset increased costs.

	Frequency	Cost/Analysis	Annual Cost
INFLUENT			
BOD	1 Week	\$ 35.00	\$ 1,820.00
TSS	1 Week	\$ 15.00	\$ 780.00
Settleable Solids*	1 Week		
TKN	2 Month	\$ 55.00	\$ 1,320.00
EFFLUENT			
BOD	1 Week	\$ 35.00	\$ 1,820.00
TSS	1 Week	\$ 15.00	\$ 780.00
TKN	1 Month	\$ 55.00	\$ 660.00
NO3 (as N)	1 Month	\$ 20.00	\$ 240.00
Total Coliform	2 Week	\$ 25.00	\$ 2,600.00
EC*	1 Week		
PH*	1 Week		
Minerals (Including Anion Cation Balance)	1 Year	\$ 170.00	\$ 170.00
SOLIDS			
MLSS	2 Week	\$ 15.00	\$ 1,560.00
TSS (Digester)	1 Week	\$ 15.00	\$ 780.00
BOD (Centrate)	1 Month	\$ 35.00	\$ 420.00
TSS (Centrate)	1 Month	\$ 15.00	\$ 180.00
% Solids (Centrifuge Solids Discharge)	1 Month	\$ 20.00	\$ 240.00
Metals (Sludge)	1 Year	\$ 430.00	\$ 430.00
WATER SUPPLY			
EC*	1 Month		
Minerals	1 Year	\$ 170.00	\$ 170.00
TOTAL			\$ 17,970.00

* Testing performed on site with plant instruments or equipment.

MAINTENANCE MANAGEMENT

Wastewater facilities equipment maintenance and repairs will be scheduled and performance monitored through utilization of Water Dynamics computer-based maintenance management program. Equipment manufacturer's maintenance schedules and specifications will be incorporated into the maintenance program so that these key functions are performed on an ongoing basis. Work orders will be issued and task performance monitored by Water Dynamics staff.

MINOR and MAJOR MAINTENANCE

Water Dynamics will monitor the performance of all maintenance including lubrication, minor servicing of equipment and maintenance of all mechanical equipment in accordance with the manufacturer's specifications and/or with normal acceptable industry standards and practices. In general, Tulare County RMA will provide all equipment, materials, parts, lubricants and tools to perform necessary maintenance and repairs.

Water Dynamics will perform maintenance as required including supervision of all necessary equipment replacement and/or repairs.

Water Dynamics shall obtain prior written authorization by Tulare County RMA for all repairs, parts, materials or services costing in excess of \$500.00.

OPERATION & MAINTENANCE MANUALS and FACILITY DRAWINGS

Tulare County RMA shall make available to Water Dynamics upon successful execution of a contract, copies of water pumping/storage facilities and potable distribution system, wastewater collection, lift station, and treatment system operation and maintenance manuals, and "as built" drawings.

PAYMENT FOR SERVICES

Payment by Tulare County RMA for monthly services will occur within thirty (30) days of receiving invoices from Water Dynamics. Invoices will be issued by Water Dynamics on a monthly basis for the previous month's services. Maintenance repairs or materials exceeding \$100.00 in cost will be billed as they occur and paid by Tulare County RMA within thirty (30) days of receipt of a documented invoice. Invoices not paid within the specified thirty days will be subject to a 1.5% per month finance charge.

REPORTING and CORRESPONDENCE

Water Dynamics is the licensed operator responsible for water and wastewater monitoring report preparation on behalf of the Tulare County RMA. Monitoring reports as prescribed by Sequoia Field Monitoring and Reporting Program will be submitted to the EPA, Regional Water Quality Control Board or State Health Department on a monthly basis and once a year for the annual report with a copy forwarded to Tulare County RMA. All written correspondence to/by Tulare County RMA or Water Dynamics to/by the EPA, Regional Water Quality Control Board or other regulatory agencies with regard to the operation and maintenance or status of the wastewater treatment facilities or water systems shall be made known by a copy sent to Tulare County RMA and Water Dynamics.

Upon request with a minimum of a one week notice, the Water Dynamics representative will attend meetings to discuss issues pertinent to the contract or to provide a program update.

QUALIFICATION

Anderson Dill, Jr. Grade V Wastewater Treatment Plant Operator. (See Attached)

Pam Neronha Grade III Wastewater Treatment Plant Operator
Grade II Water Distribution and Grade II Water Treatment

SAFETY

During the performance of the contract work Water Dynamics personnel will adhere to current industry safety practices and OSHA guidelines. Particular attention will be given to confined space entry when personnel are required to enter lift stations, wetwells, etc.

The Tulare County RMA agrees to cooperate during confined space entry and to compensate Water Dynamics when necessary for additional personnel costs associated with accomplishing these activities in a safe manner.

SCHEDULING

FACILITY SUPERVISOR: The facility supervisor will make visits to the site on an as needed basis. This will be typically once or twice per month.

FACILITY OPERATORS: The facility operator will be assigned to the site on a daily basis, Monday thru Friday for an 8 hour shift. Any hours required beyond the scheduled 8 hours, necessary to satisfactorily supervise or perform Water Dynamics responsibilities will be charged in accordance with the most current Water Dynamics Rate Schedule.

SCREENING DISPOSAL

Water Dynamics does not anticipate a large volume of screened materials on a daily basis. As a part of this proposal, the operator will gather and prepare screenings with disposal through Sequoia Field ongoing pickup and disposal service.

SLUDGE MANAGEMENT

This proposal provides for routine sludge dewatering system operation and assistance with sludge quantification and characterization. Any activities performed by Water Dynamics for transporting and disposal of sludge solids shall be paid upon submission of a written invoice.

TRANSPORTATION

All costs incurred for transportation of personnel, equipment and samples as a part of the performance of Water Dynamics routine service is included as a part of this proposal and included in the expected typical monthly cost of services. Cost for transportation involving emergency call outs or for non-routine services will be invoiced in accordance with the most current Water Dynamics Rate Schedule.

UTILITIES

The Tulare County RMA will provide and pay for utility services such as electricity as required to properly operate the water and wastewater facilities and will provide container and disposal service as required to remove and dispose of debris, weeds, screenings and other materials generated from the performance of the contract operation and maintenance of the water and wastewater treatment facilities.

UTILIZATION OF MAINTENANCE STAFF

Where possible, Water Dynamics will utilize Tulare County staff in the performance of maintenance of the facilities in order to reduce costs and provide better service.



RATE SCHEDULE

EFFECTIVE JANUARY 1, 2018

LABOR CHARGES	HOURLY RATE
ENGINEER	\$135.00
OPERATIONS MANAGER	\$85.00
MAINTENANCE SUPERVISOR	\$75.00
WATER SYSTEMS SUPERVISOR	\$75.00
WASTEWATER TREATMENT SUPERVISOR	\$75.00
OPERATOR V	\$105.00
OPERATOR IV	\$95.00
OPERATOR III	\$85.00
OPERATOR II	\$75.00
OPERATOR I	\$65.00
INSTRUMENTATION/ELECTRICAL	\$75.00
FIELD TECHNICIAN I	\$65.00
ADMINISTRATIVE SUPPORT	\$45.00
EMERGENCY CALLOUT	1.5 TIMES REGULAR RATE
CRANE TRUCK	\$115.00
EXCAVATOR	\$150.00
REIMBURSABLE DIRECT COSTS	
TRAVEL: LOCAL MILEAGE	\$0.60/MILE
TRANSPORTATION	ACTUAL EXPENSE
AUTO RENTAL	ACTUAL COMMERCIAL RATE
FARES	ACTUAL EXPENSE
ROOM	ACTUAL EXPENSE
SUBSISTENCE	\$38.00 PER DAY
REPORT REPRODUCTION AND COPYING	\$0.06 PER PAGE
SPECIAL POSTAGE AND EXPRESS MAIL	ACTUAL EXPENSE
COLLECTION SYSTEM HYDROFLUSHING	PER QUOTE
OTHER DIRECT COSTS	ACTUAL EXPENSE
SUBCONTRACTORS	COST PLUS 15%
PARTS AND MATERIALS	PER QUOTE

4877W. Jennifer, Suite 104
 Fresno, CA 93722
 E-Mail: germaine@waterdynamicsinc.net
 Fax: (559) 271-0294
 Phone: (559) 271-0953

**PROPOSED O&M BUDGET FOR BOB WILEY DETENTION FACILITY WWTP & WATER SYSTEMS
APRIL 20, 2018**

OPERATIONS - LABOR	WATER MONTHLY	WATER ANNUALLY	WASTEWATER MONTHLY	WASTEWATER ANNUALLY
ROUTINE OPERATIONS	\$3,380.00	\$40,560.00	\$11,286.66	\$135,199.92
SUPERVISION	\$600.00	\$7,200.00	\$750.00	\$9,000.00
MANAGEMENT	\$135.00	\$1,620.00	\$135.00	\$1,620.00
MAINTENANCE - LABOR				
ROUTINE MAINTENANCE	\$1,056.25	\$12,675.00	\$1,690.00	\$20,280.00
SUPERVISION	\$406.25	\$4,875.00	\$812.50	\$9,750.00
MANAGEMENT				
DRYING BED CLEANING	N/A	N/A	BILLED ON A TIME AND MATERIALS BASIS	
ANNUAL L/S INSPECTION	N/A	N/A		
STAFF SUPPORT				
ADMIN	\$220.00	\$2,640.00	\$220.00	\$2,640.00
ENG/TECH SUPPORT				
PARTS AND MATERIALS				
PARTS AND MATERIALS	\$150.00	\$1,800.00	\$180.00	\$2,160.00
SPECIAL				
BACKFLOW TESTING	ANNUALLY TO BE BILLED ON TIME AND MATERIALS BASIS			
SOIL SAMPLING/DRILLING	ANNUALLY TO BE BILLED ON TIME AND MATERIALS BASIS			
TRANSPORTATION				
OPERATIONS TRANSPORTATION	\$633.60	\$7,603.20	\$432.25	\$5,187.00
MAINTENANCE TRANSPORTATION	\$208.00	\$2,496.00	\$416.00	\$4,992.00
CHEMICALS				
SODIUM HYPOCHLORITE	\$556.83	\$6,681.96		
SUBCONTRACTORS				
SLUDGE HAULING/DISPOSAL	ANNUALLY :TO BE BILLED ON TIME AND MATERIALS BASIS			
HYDROFLUSHING				
WEED/RODENT CONTROL				
TOTAL	\$7,345.93	\$88,151.16	\$15,902.41	\$190,828.92

* NOTE: LABOR COSTS LISTED ARE NOT AT PREVAILING WAGE RATES. IF PREVAILING WAGE IS REQUIRED PRICES WILL INCREASE ACCORDINGLY

TOTAL MONTHLY AMOUNT \$23,248.34
TOTAL ANNUAL CONTRACT \$278,980.08