

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

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**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.**, a California Corporation, 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 a prior agreement, PA2648, effective June 30, 2017 pursuant to which the CONTRACTOR was to provide operation and testing services for the COUNTY, which was set to expire in June 2018, but which exceeded its maximum dollar amount.**

**B. Whereas both parties desire to enter into this new Agreement to cover services from October 2017 through fiscal year 2018/19.**

**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 **Exhibit A, "Scope of Work."**

**3. PAYMENT FOR SERVICES:** See attached **Exhibit B, "Rate Schedule."** The maximum amount of this agreement is \$188,980.08 for services performed from October 1, 2017 through June 30, 2018, and \$278,980.08 for services performed from July 1, 2018 through June 30, 2019.

**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.

**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:

**TULARE COUNTY AGREEMENT NO. 28692**

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

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**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 (Billing)  
Anderson Dill, Jr (Contract Manager)  
Derek Dill (Monitoring Reports)  
4877 W Jennifer Ave #104  
Fresno, CA 93722-6416  
Phone No.: 559-271-0953 ext 10  
After Hours Emergency: 559-271-1140  
Fax: 559-271-0294  
Other Contact – Monty Dill (cell) 559-355-4456  
Email: [germainer@waterdynamcsinc.net](mailto:germainer@waterdynamcsinc.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  
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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**Water Dynamics Inc.**

Date: 6/25/18

By *Anderson Dill Jr*  
Print Name Anderson Dill Jr  
Title President

Date: 6/25/18

By *Bernaine Dill*  
Print Name Bernaine Dill  
Title Secretary

[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**

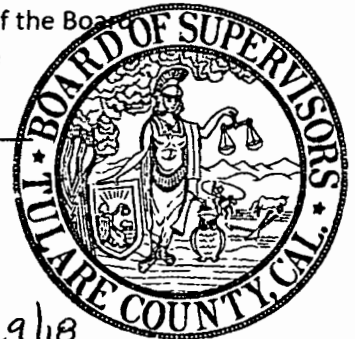
Date: 7/3/2018

By *J. Steven Smithley*  
Chairman, Board of Supervisors

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

Date: 7/3/2018

By *Mary Ravello*  
Deputy Clerk



Approved as to Form  
County Counsel

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

By *M. Tucker* 6/29/18  
Deputy  
Matter # 2018 1702

## EXHIBIT A

### SCOPE OF WORK: SEQUOIA FIELD WASTEWATER TREATMENT FACILITY AND WATER SYSTEMS

#### INTRODUCTION

Water Dynamics will provide supervision, operation and maintenance of the Sequoia Field Wastewater Treatment Facility and water systems including the TC Correctional Center, TC Civic Center and Three Rivers Library water systems located in Tulare County.

Water Dynamics will operate and maintain the water 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 Sequoia Field facilities.

#### AVAILABILITY

Water Dynamics staff will be available whenever possible to respond to emergency call outs.

It is expected and that Water Dynamics would only come to the site for alarm calls as necessary to resolve problems or as follow-up inspection requires.

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 V certified operator to provide necessary supervision and training of county staff.

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

#### CHEMICALS

Chemicals such as alum or polymer, sodium hypochlorite and related dosing equipment which the facility may be using during the term of the contract will be provided by Water Dynamics and will be billed accordingly.

## EMERGENCY CALL OUT

Water Dynamics personnel will respond to all treatment plant alarms when required. Emergency call outs will be invoiced in accordance with the most current Water Dynamics Rate Schedule.

## LABORATORY ANAEMERGENCY GENERATOR MAINTENANCE

The standby emergency power generator for the treatment plant will be exercised monthly as a test of the unit and to identify any problems with the equipment. This is a function of the routine preventive maintenance program and to comply with waste discharge requirements regarding provision of an alternative power source for the treatment facilities.

Water Dynamics will not provide routine minor maintenance of the generator set as a part of this proposal. Routine maintenance of the generator set, and any equipment overhaul will be performed by others through Detention Facility Maintenance.

## INSTRUMENT CALIBRATION

The influent flow meter for the treatment plant will continue to be calibrated annually by Water Dynamics, Inc. as part of the routine preventive maintenance program.

## LABORATORY ANALYSIS

Water Dynamics will use only certified laboratories to provide analytical results of monitoring samples specified in the monitoring and reporting program, No. 98-166. Selection of a laboratory to provide analytical services will be at Water Dynamics discretion. Analysis performed in the fields 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 Sequoia Field's Waste Discharge Requirements and Monitoring and Reporting Program issued by the Regional Water Quality Control Board and all applicable state and federal requirements. Costs for treatment plant sampling are included the expected typical monthly cost in this proposal.

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

## MAINTENANCE MANAGEMENT

Water/Wastewater facilities equipment maintenance and repairs will be scheduled and equipment manufacturer maintenance schedules and specifications will be incorporated into the maintenance program so that these key functions are performed on an ongoing basis.

## MINOR and MAJOR MAINTENANCE

Water Dynamics will perform all minor maintenance including provision of lubricants, lubrication, and maintenance of all mechanical equipment in accordance with the manufacturer's specifications and/or with normal acceptable industry standards and practices.

Water Dynamics will provide minor maintenance including supervision of all necessary equipment replacement and/or repairs on the following basis:

- 1) In-house repairs (by Water Dynamics) will be invoiced on materials and services according to standard rates. Labor rates will be invoiced in accordance with the most current Water Dynamics Rate Schedule.

Water Dynamics shall obtain prior written authorization by Tulare County Facilities for all repairs costing in excess of \$500.00.

## REPORTING and CORRESPONDENCE

Water and Wastewater Monitoring reports as prescribed by Sequoia Field's Monitoring and Reporting Program will be submitted to the Regional Water Quality Control Board on a monthly basis and once a year for the annual report with a copy forwarded to Tulare County Facilities. All written correspondence to/by Tulare County Facilities or Water Dynamics to/by the Regional Water Quality Control Board or other regulatory agencies with regard to the operation and maintenance or status of Sequoia Field's wastewater treatment facilities or water system shall be made known by a copy sent to Tulare County Facilities 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.

## ROUTINE VISITS

**FACILITY SUPERVISOR:** The facility supervisor will make a minimum of one (1) four-hour visit, including travel time, to the facilities per week. Any hours required beyond the four-hour visit necessary to satisfactorily supervise or perform Water Dynamics responsibilities will be charged in accordance with the most current Water Dynamics Rate Schedule.

**CONTRACT MANAGER:** The contract manager will maintain ongoing communication with the facility as well as Tulare County Facilities representatives in order to effectively coordinate events, changes and performance information. The contract manager will make visits to the facilities to inspect general conditions, compliance status and appearance on an as needed basis or at the specific request of Tulare County Facilities.

## 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, wet wells, etc.

Tulare County Facilities 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.

## SLUDGE MANAGEMENT

This proposal provides for assistance with sludge quantification and characterization. Any of these activities performed by Water Dynamics will be on a time and materials basis with costs invoiced to Tulare County Facilities.

## UTILITIES

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

**COST PROPOSAL:**

The cost to Tulare County Facilities for Water Dynamics to conduct the routine operation and maintenance services identified in this proposal is expected to typically be \$23,248.34/month. All costs for supervision, operational and minor maintenance services performed under this proposal to Tulare County Facilities, shall be included.

**LABORATORY ANALYSIS:**Laboratory analysis will be invoiced monthly at laboratory list cost.

**PAYMENT FOR SERVICES:**

Payment by Tulare County General Services - Facilities for monthly services will occur within thirty (30) days of Tulare County Facilities receiving invoices from Water Dynamics. Invoices will be issued by Water Dynamics on a monthly basis for the previous month's services. Repairs will be billed as they occur and paid by Tulare County Facilities within thirty (30) days of receipt of a documented 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.

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

<b>OPERATIONS - LABOR</b>	<b>WATER MONTHLY</b>	<b>WATER ANNUALLY</b>	<b>WASTEWATER MONTHLY</b>	<b>WASTEWATER ANNUALLY</b>
ROUTINE OPERATIONS	\$3,380.00	\$40,560.00	\$11,266.66	\$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
<b>MAINTENANCE - LABOR</b>				
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		
<b>STAFF SUPPORT</b>				
ADMIN	\$220.00	\$2,640.00	\$220.00	\$2,640.00
ENG/TECH SUPPORT				
<b>PARTS AND MATERIALS</b>				
PARTS AND MATERIALS	\$150.00	\$1,800.00	\$180.00	\$2,160.00
<b>SPECIAL</b>				
BACKFLOW TESTING	ANNUALLY TO BE BILLED ON TIME AND MATERIALS BASIS			
SOIL SAMPLING/DRILLING	ANNUALLY TO BE BILLED ON TIME AND MATERIALS BASIS			
<b>TRANSPORTATION</b>				
OPERATIONS TRANSPORTATION	\$633.60	\$7,603.20	\$432.25	\$5,187.00
MAINTENANCE TRANSPORTATION	\$208.00	\$2,496.00	\$416.00	\$4,992.00
<b>CHEMICALS</b>				
SODIUM HYPOCHLORITE	\$556.83	\$6,681.96		
<b>SUBCONTRACTORS</b>				
SLUDGE HAULING/DISPOSAL	ANNUALLY :TO BE BILLED ON TIME AND MATERIALS BASIS			
HYDROFLUSHING				
WEED/RODENT CONTROL				
<b>TOTAL</b>	<b>\$7,345.93</b>	<b>\$88,151.16</b>	<b>\$15,902.41</b>	<b>\$190,828.92</b>

\* 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**



# EXHIBIT B



## 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
<b>REIMBURSABLE DIRECT COSTS</b>	
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
<b>SUBCONTRACTORS</b>	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