

**FIRST AMENDMENT TO  
AGREEMENT NUMBER 28692  
WATER DYNAMICS INC.**

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**THIS FIRST AMENDMENT** ("Amendment") to Agreement Number 28692 ("Agreement") is entered into as of \_\_\_\_\_, 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 the Agreement and this Amendment, which is made with reference to the following:

- A. Whereas COUNTY and CONTRACTOR entered into the Agreement Number 28692 on October 1, 2017 for the purpose of providing operation and testing services for COUNTY; and
- B. Whereas COUNTY and CONTRACTOR now wish to amend the Agreement in order to increase the sum by \$80,000, from \$278,980.08 to \$358,980.08 for the current term through June 30, 2019 due to an increase in emergency service call outs, and to amend Exhibit A, "Scope of Work."

**THE PARTIES AGREE AS FOLLOWS:**

1. Item 2, **SERVICES** is amended to read:  
"2. **SERVICES:** See attached Exhibit A, "Scope of Work – First Amended."
2. Item 3, **PAYMENT FOR SERVICES** is amended to read:  
"3. **PAYMENT FOR SERVICES:** The maximum amount of this Agreement is \$188,980.08 for services performed from October 1, 2017 through June 30, 2018, and \$358,980.08 for services performed from July 1, 2018 to June 30, 2019."
3. **Exhibit A, Scope of Work** is replaced in its entirety with the attached **Exhibit A, Scope of Work – First Amended**.
4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.
5. **THE PARTIES**, having read and considered the above provisions; indicate their agreement by their authorized signatures below.

**[Signature on Following Page]**

Water Dynamics Inc.

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

By Anderson Dill

Print Name Anderson D. Dill

Title CEO

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

By Germana Dill

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

By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_

Deputy Clerk

Approved as to Form:  
County Counsel

By \_\_\_\_\_

Deputy

Matter # 2019677

# **EXHIBIT A**

## **SCOPE OF WORK – FIRST AMENDED:**

### **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 III certified operator to provide necessary supervision.

Operational duties will be performed in accordance with regulations adopted by 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 CALLOUT

In the event of an emergency, Water Dynamics personnel must contact a County Facilities Supervisor prior to responding to ensure County staff are aware of the emergency. Emergency call-out services billed for unverified calls/emergency work will NOT be paid by County.

In the event of an emergency, the following procedure will apply:

1. Water Dynamics will immediately call a County Facilities Supervisor to report alarm. Supervisors are to be called in the priority order listed below:
  - a. HECTOR LUNA (559) 799-1408: North County – jail facilities
  - b. BILL WANMER (559) 799-5408: South County
  - c. JOHN ROBINSON (559) 303-9979: Central County
  - d. FACILITY HELP DESK NUMBER: (559) 205-1145
2. Water Dynamics will provide the County Facilities Supervisor the following information via telephone:
  - a. time of alarm
  - b. type of emergency
3. County Facilities Supervisor will determine if County staff should be called out for emergency work or approve Water Dynamics to handle the emergency.
4. Water Dynamics tech must call or text County Supervisor once job is completed. This communication must contain the following information:
  - a. time of dispatch
  - b. description of work completed
  - c. time of job completion

Verified emergency call outs will be invoiced in accordance with the most current Water Dynamics Rate Schedule.

## EMERGENCY 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. Laboratory analysis will be billed at the current laboratory list price.

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.