

signed  
copy

**AGREEMENT BETWEEN  
CLIENT  
AND HYDROS CONSULTING  
FOR PERFORMANCE OF WATER SYSTEM SERVICES**

THIS AGREEMENT is made this February 10, 2015, in Auburn, California, between Christian Valley Park Community Services CLIENT ("CLIENT"), a public agency, and Hydros Consulting, Inc., a California Corporation ("Hydros Consulting"), concerning the performance of public water system treatment, operations, maintenance, reporting, and related services (the "Work").

**RECITALS:**

- A. CLIENT has determined for practical and financial reasons that the most efficient manner for operating the CLIENT's water system is to hire a contract operator with the skill, knowledge, required regulatory certifications, and staffing levels to perform the Work.
- B. Hydros Consulting is in the business of providing operations and maintenance services assistance to small public water systems. The CLIENT has determined that Hydros Consulting is qualified to provide such services to the CLIENT.
- C. CLIENT desires to retain the services of Hydros Consulting to perform the Work and Hydros Consulting desires to perform the Work under the terms and conditions provided in this Agreement.
- D. Engineering services will be provided under a separate agreement between Hydros Consulting and CLIENT.

**AGREEMENT:**

**1. Scope of Work.**

a. Hydros Consulting shall perform the Work, which consists of the following two components: (i) providing all labor, equipment, material and supplies required or necessary to perform operations and maintenance of the CLIENT's water system, including without limitation treating raw water received from PCWA, operating the reservoir and distribution system, performing routine maintenance of the treatment plant, reservoir, distribution system and other CLIENT facilities, preparing and filing required reports with California Department of Public Health and other regulatory authorities having jurisdiction over the Client's water system, including providing a status report and recommendations on water supply and water system issues ("Routine Work"); and (ii) performing non-routine operations and maintenance services as approved by the Client and agreed to by Hydros Consulting, including without limitation, installing new service connections, providing cross-connection control services, and repairing

damaged or obsolete pipes, valves and other appurtenances owned and operated by the CLIENT, responding to customers complaints and leaks (“Special Work”).

b. Hydros Consulting will perform all Routine Work in accordance with the terms and conditions of this Agreement. The Work that constitutes Routine Work is specified in the schedule attached to and made a part of this Agreement as **Exhibit A**.

c. If the CLIENT requests that Hydros Consulting perform Special Work, which for purposes of this Agreement shall be any Work not described in the Schedule of Routine Work attached hereto as Exhibit A, then Hydros Consulting shall perform such Special Work in accordance with a scope of work for the specific services requested by the CLIENT. All Special Work shall be completed on a time and expense basis. Hydros shall maintain ‘job reports’ which document work, equipment and material used during the course of the work. When reasonably possible, Hydros Consulting shall provide a budget estimate to complete the work prior to starting the work.

d. Hydros Consulting shall: (a) provide all labor, equipment, material and supplies required or necessary to properly, competently, and completely perform all Routine and Special Work under this Agreement. Hydros Consulting shall properly, competently, and completely perform all Work under this Agreement in a manner commensurate with prevailing professional standards of qualified and experienced personnel in Hydros Consulting’s field. Hydros shall determine the methods, details and means of doing all Work.

e. Instances when Special Work is sub-contracted out due to the nature of the work requiring specialized equipment, skills or additional labor not within Hydros Consulting’s ability, Hydros Consulting will arrange for such sub-contractors and depending on the nature of the work, sub-contract with the contractor, or manage said contractor which will contract directly with the CLIENT under a separate contract.

f. Hydros Consulting shall not perform any Work on the customer’s side of a service connection or at the request of a customer that is chargeable to the CLIENT, unless such Work is authorized in advance and in writing by the CLIENT. It shall be Hydros Consulting’s sole responsibility to collect any charges for Work performed at a customer’s request or on the customer’s side of a service connection that is not authorized in writing by the CLIENT.

g. All personnel used by Hydros Consulting for the Work shall be acceptable to the Client. The Client shall notify Hydros Consulting in writing promptly of its objection to any person employed on the Work and Hydros Consulting shall remove such person from the Work as soon as reasonably possibly without jeopardizing completion of the current and ongoing Work. The objectionable employee shall be removed from CLIENT related work within 72 hours. The employee shall be removed from further work with the CLIENT permanently unless otherwise agreed by the CLIENT in writing. Such a discharge requested by the CLIENT shall not be the basis for any claim for compensation or damages by Hydros Consulting.

## 2. Compensation.

a. In exchange for performing the Routine and any Special Work, the CLIENT shall pay to Hydros Consulting the appropriate fees and charges provided in Hydros Consulting's rate schedule, which is attached to and made a part of this Agreement as **Exhibit C**.

b. The CLIENT shall not pay Hydros Consulting compensation for claims of extra or additional work or services unless approved in advance in writing by the CLIENT, except for emergency Special Work as described in Section 1.a of this agreement. Hydros Consulting's fees and charges for all Work as stated in the Exhibit C rate schedule include all of Hydros Consulting's costs and expenses due for any item of Work performed.

c. At the end of each month in which any Work is performed, Hydros Consulting shall submit to the CLIENT an invoice for Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), and an itemization of any reimbursable expenses. If the Work is satisfactorily completed and the invoice is accurately computed, the CLIENT shall pay the invoice within 30 days of its receipt. Nothing in this paragraph limits the parties' discretion to agree to a different method of payment in a written task order.

4. Term and Termination. This Agreement shall take effect on the above date and continue in effect until terminated by the CLIENT or Hydros Consulting upon 60 days advance written notice to the other party as provided in Section 17 hereof. In the event of such termination, Hydros Consulting shall be fairly compensated for all work performed to the date of termination as calculated by the CLIENT based on the above fee and payment provisions. Compensation under this section shall not include any cancellation or demobilization charges or lost profit associated with the expected completion of any Work or other such similar payments relating to Hydros Consulting's claimed benefit of the bargain.

## 5. Professional Skill of Hydros Consulting.

a. Hydros Consulting represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform all Work provided by this Agreement. The CLIENT has relied upon Hydros Consulting's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Hydros Consulting shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily expected of competent professionals in Hydros Consulting's field.

b. Hydros Consulting may from time to time recommend changes or improvements intended to improve treatment plant and distribution system performance and/or reliability. Hydros Consulting cannot be held liable for treatment plant or distribution system performance or its possible consequences if recommended improvements are not approved and implemented by the CLIENT.

**6. Compliance with Laws.**

a. Hydros Consulting shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Hydros Consulting also shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work.

b. Hydros Consulting may perform some of the Work pursuant to funding provided to the CLIENT by various federal and state grant and loan agreements (the "Grant and Loan Agreements"). For any such Work, Hydros Consulting agrees to determine, comply with and be subject to the Grant and Loan Agreement provisions that apply to the CLIENT's contractors and consultants to the extent that the CLIENT discloses such Grant and Loan Agreement provisions to Hydros Consulting, including without limitation, provisions concerning record keeping, records retention, records inspection, audits, state or federal government's right to inspect Hydros Consulting's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act.

**7. Conflict of Interest.** Hydros Consulting, including its principals, associates and professional employees, represents and acknowledges that: (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income covered by this Agreement or that would be affected in any manner or degree by the performance of Hydros Consulting's services under this Agreement; and (b) no person having any such interest shall perform any portion of the Work. Hydros Consulting acknowledges that one or more of its officers and employees may be a designated employee within the meaning of the Political Reform Act and the CLIENT's conflict of interest code because Hydros Consulting will perform some or all of the Work under the control and direction of the CLIENT or a CLIENT official, and that Hydros Consulting may possess some authority with respect to CLIENT decisions related or connected to the operation and maintenance of the CLIENT water system. The CLIENT shall provide Hydros Consulting with a copy of its current conflict of interest code and Hydros Consulting shall be solely responsible for determining if one or more of its officers and employees are filing officials within the meaning of the CLIENT's code.

**8. Hydros Consulting Records.**

a. Hydros Consulting shall keep and maintain all reports, regulatory filings, test results, ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and fees and charges for services, expenditures and disbursements charged to the CLIENT for a minimum period of four years (or for any longer period required by law) from the date this Agreement is terminated to Hydros Consulting for Work performed under this Agreement. The CLIENT may inspect and audit such books and records, including source documents, to verify all Work performed and all related charges, payments and reimbursable costs under this Agreement. Hydros Consulting shall be compensated for time and expenses related to any work related to said inspections and audits according to the rates for administrative services and materials and supplies provided in **Exhibit C**; provided that if such work occurs more than one year after, the rates in **Exhibit C** will be adjusted at 3-percent for each year up to a maximum of 15-percent.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor General for three years following final payment under the Agreement. Hydros Consulting shall be compensated for time and expenses related to any work related to said inspections and audits according to the rates for administrative services and materials and supplies provided in **Exhibit C**; provided that if such work occurs more than one year after termination of this Agreement, the rates in **Exhibit C** will be adjusted at 3-percent for each year up to a maximum of 15-percent.

**9. Ownership of Documents.** Every report, test result, regulatory filing, map, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, GIS data file, computer software and any other document or thing prepared by Hydros Consulting under this Agreement (“Work Product”) shall be the property of the CLIENT, and the CLIENT shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Hydros Consulting or any other party. Hydros Consulting may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Hydros Consulting shall not provide any Work Product to any third party without the CLIENT’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Hydros Consulting may copyright the same, except that, as to any Work Product that is copyrighted by Hydros Consulting, the CLIENT reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If the CLIENT reuses or modifies any Work Product for a use or purpose other than that intended under this Agreement, then the CLIENT shall hold Hydros Consulting harmless against all claims, damages, losses and expenses arising from such reuse or modification. For Work Product provided to the CLIENT in paper format, upon request by the CLIENT, Hydros Consulting agrees to provide the Work Product to the CLIENT in an appropriate and usable electronic format (e.g., Word document, Excel spreadsheet, Adobe pdf, AutoCAD file), subject to the CLIENT compensating Hydros Consulting for time and expenses according to the rates for administrative services and materials and supplies provided in **Exhibit C** for providing any such electronic Work Product.

**10. Insurance Coverage Provided by Hydros Consulting.**

a. Hydros Consulting, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
General liability	\$2,000,000 per occurrence & \$3,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$2,000,000 per occurrence	at least as broad as ISO CA 0001 (Code 1, any auto)
Workers' compensation	Statutory limits	

b. The general liability, auto, and property and casualty policies will be endorsed to name the CLIENT, and its directors, officers, employees, authorized volunteers, and agents as additional insureds regarding liability arising out of this Agreement. Hydros Consulting shall provide all applicable certificates of insurance and additional insured endorsements to the CLIENT within ten days after execution of this Agreement. The policies shall contain no special limitations on the scope of protection afforded to the CLIENT, and its directors, officers, employees, authorized volunteers, and agents within the scope of risks arising from or related to the work performed. Each insurance policy will provide that coverage will not be canceled, except after 30 days' prior written notice to the CLIENT (10 days for non-payment of premium and fraud). The worker's compensation policy will be endorsed to include a waiver of subrogation against the CLIENT and its directors, officers, employees, volunteers, and agents.

c. Hydros Consulting's coverage will be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The CLIENT's insurance or self-insurance, if any, will be excess and will not contribute with Hydros Consulting's insurance.

d. Insurance is to be written on policy forms acceptable to the CLIENT and be placed with insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable upon notice to and acceptance by the CLIENT.

e. Upon execution of this Agreement and annually thereafter, Hydros Consulting will provide to the CLIENT the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), and certifying the additional insured coverage.

f. The requirements as to the types, limits, and the CLIENT's approval of insurance coverage to be maintained by the Hydros Consulting are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Hydros Consulting under this Agreement. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Hydros Consulting shall notify the CLIENT prior to making such changes.

g. Hydros Consulting shall ensure that all required insurance coverages are maintained throughout the term of this Agreement. If any of the required coverages expire during the term of this Agreement, Hydros Consulting shall deliver renewal certificates and any required endorsements to the CLIENT at least 10 days before the expiration date.

h. Hydros Consulting must declare any deductible or self-insured retention and such must be approved by the CLIENT. At the CLIENT's sole option, Hydros Consulting may be required to either reduce or eliminate such deductibles or self-insured retentions.

**11. Indemnification and Hold Harmless.**

a. To the fullest extent permitted by law, Hydros Consulting shall indemnify, defend (with counsel mutually agreed upon) and hold harmless the CLIENT, and its directors, officers, employees, volunteers from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, reasonable attorney's fees, fines, penalties, losses, costs and expenses regardless of nature or type ("claims" or "claim"), arising out of, pertaining to or in any way connected with the negligence, recklessness or willful misconduct of Hydros Consulting or arising out of or in any way related to the negligence, recklessness or willful misconduct of Hydros Consulting or its employees, agents, or subcontractors, or the agent, employee or subcontractor of any one of them, in the performance of their duties or in their operations under this Agreement, except where caused by the negligence or willful misconduct of the CLIENT or as otherwise provided or limited by law. The provisions of this indemnification provision shall survive the completion of the services under, or the termination of, this Agreement. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Hydros Consulting or the CLIENT from liability under this indemnification and hold harmless provision. The obligations of this indemnity provision shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

b. To the fullest extent permitted by law, the CLIENT shall indemnify, defend (with counsel mutually agreed upon) and hold harmless Hydros Consulting, and its directors, officers, employees, subcontractors from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, reasonable attorney's fees, fines, penalties, losses, costs and expenses regardless of nature or type ("claims" or "claim"), arising out of, pertaining to or in any way connected with the negligence, recklessness or willful misconduct of the CLIENT or arising out of or in any way related to the negligence, recklessness or willful misconduct of the CLIENT or its employees, agents, or subcontractors, or the agent, employee or subcontractor of any one of them, in the performance of their duties or in their operations under this Agreement, except where caused by the negligence or willful misconduct of Hydros Consulting or as otherwise provided or limited by law. The CLIENT specifically acknowledges that equipment and pipeline failures within the CLIENT's system are likely to occur in the future and that this indemnity provision is specifically intended to protect Hydros Consulting from liability for damage or injury caused by such facilities failures, except to the extent that any such failure results from the negligence or willful misconduct of Hydros Consulting.

**12. Entire Agreement.** This Agreement and the attached exhibits represent the sole, final, complete, exclusive, and integrated expression and statement of the terms of the agreement between the parties concerning the Work. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no written or oral agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

**13. Independent Contractor.** It is expressly understood and agreed by the parties that

Hydros Consulting's relationship to the CLIENT is that of an independent contractor. All persons hired by Hydros Consulting and performing the Work shall be Hydros Consulting's employees or agents. The CLIENT shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. Hydros Consulting shall be solely liable to such employees and agents for losses, costs, damages, or injuries by said employees or agents during the course of the Work.

**14. Successors and Assignment.** This Agreement shall be binding on, and inure to the benefit of, the heirs, successors, executors, administrators, and assigns of the parties; however, Hydros Consulting agrees that it will not assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of the CLIENT.

**15. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by the CLIENT to Hydros Consulting shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**16. Notices.** Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to be properly given if delivered, mailed or sent by facsimile or e-mail in the manner provided in this paragraph, to the following persons:

CLIENT		Hydros Consulting Inc.
Attn: Don Elias		Attn: Gerry LaBudde
PO Box 3138		PO Box 81
Auburn CA 95604		Weimar, CA 95736
530/878-8350		Fax: (530) 637-4441
support@christianvalley.org		E-mail: <a href="mailto:glabudde@hydros-consulting.com">glabudde@hydros-consulting.com</a>

If sent by mail, any notice or other communication will be effective or deemed to have been given three days after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above. If sent by facsimile or e-mail, any notice or other communication will be deemed to have been given only after it has been confirmed in writing by the other party as received. If delivered personally or by overnight delivery service, any such notice or other communication will be deemed to have been given on the date of delivery. Either party may change that party's address or contact person by giving written notice of the change to the other party in the manner provided in this paragraph.

**17. Subcontractors.** No subcontract shall be awarded nor any outside contractor engaged by Hydros Consulting without the CLIENT's prior written approval. Any approved subcontractor shall be covered by Hydros Consulting's insurance in accordance with the insurance requirements of paragraphs 10 and 11 of this Agreement or such subcontractor services will be subject to a separate agreement between the CLIENT and the subcontractor.



18. **Interpretation.** The CLIENT and Hydros Consulting each had the opportunity to consult independent counsel in the negotiation and execution of this Agreement. For the purposes of interpretation of this Agreement, neither party will be deemed to have been its drafter.

19. **Licensing.** Hydros Consulting represents that it has sufficient personnel certified by the California Department of Public Health to act both as Chief Operator and Shift Operator of the CLIENT's water treatment and distribution systems. Hydros Consulting warrants that all of the above certifications and licenses are in good standing and will be kept in good standing during the term of this Agreement.

20. **Attorney's Fees.** The parties agree that in the event of controversy, claim or dispute between the parties hereto arising out of or relating to this agreement or the breach thereof the prevailing party shall be entitled in addition to such other relief as may be granted a reasonable sum as and for attorney's fees which shall be determined by the Arbitrator in any arbitration, Court in any litigation or in a separate action brought for that purpose.

## 21. **MEDIATION/ARBITRATION OF DISPUTES**

a. Any controversy between the parties involving the construction, application or performance of any of the terms, provisions, or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action or arbitration.

b. If the mediation is unsuccessful, either party may, within 5 days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.

c. **Exceptions to Mediation/Arbitration.** Neither mediation, nor arbitration is required under the following limited circumstances:

i) If the matter is justiciable in small claims court, than the dispute shall be resolved through that court.

ii) If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.

iii) If it is alleged that irreparable harm would occur prior to the completion of the arbitration, a party may immediately apply for injunctive relief to prevent the

irreparable harm, but the matter shall be stayed and submitted to mediation/arbitration after the Court has acted on the issue of injunctive relief.

d. Except as provided herein, Arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.

e. Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator within 15 days. If they are unable to agree on a single arbitrator, each party shall appoint another individual as a selection arbitrator and the two selection arbitrators shall select a third impartial arbitrator to decide the matter within 30 days of notice of arbitration. If for any reason this process fails to result in the selection of an impartial arbitrator in a timely manner, either party may petition the Court for appointment of an arbitrator pursuant to CCP 1281.6.

f. The decision of the Arbitrator, after close of the hearing, shall be final and conclusive upon the parties.

g. The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.

h. Upon a showing of good cause and the approval of the arbitrator, either party may obtain discovery necessary for the proof of their case. Provided that the arbitrator shall supervise the discovery process to insure that it is carried out in an expeditious manner and that it is not permitted to be unduly burdensome or delay the hearing.

i. Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay their share in a timely fashion, the Arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The Arbitrator may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorneys fees and expenses between the parties in such proportions as the Arbitrator decides is just and reasonable.

j. The Arbitrator shall make his or her decision in writing. In making his or her decision, the arbitrator shall follow California Law and shall have authority to impose any appropriate remedy permitted under California Law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

k. Mediation and Arbitration Confidentiality. All proceedings and all documents prepared in connection with any Arbitrable Claim shall be confidential and, unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses and experts, the mediator, the arbitrator, and, if involved, the court and court staff. All documents filed with the arbitrator or with a court shall be filed under seal. The parties shall stipulate to


all arbitration and court orders necessary to effectuate fully the provisions of this Section concerning confidentiality.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first above written.


CLIENT:

HYDROS CONSULTING:

By:

  
\_\_\_\_\_  
Lynn Cook  
Board President

By:

  
\_\_\_\_\_  
Gerry O. LaBudde  
President

## EXHIBIT A

### SCOPE OF WORK Routine Work Appendix A (Daily)

#### Routine Maintenance

1. Reservoir inspection and maintenance of log
2. Pressure tank air pad inspection and operation of air pad system
3. Limited removal of fallen trees and brush on WTP service road
4. Basic cleaning in buildings (sweeping, wipe down equipment, clean counters, dust)
5. Keep walkways clear of debris around sedimentation basin
6. Inspection of intake vault (canal leaks into it)
7. Inspection of air compressor and bleeding
8. Removal of floating debris on sedimentation basin

#### Operations

1. Daily recordkeeping of plant activities and rounds
2. Testing of raw water and finished water pH
3. Testing of sedimentation basin turbidity
4. Bench test chlorine residual and verify online units are working properly
5. Batching of soda ash and alum mixtures
6. Verification of chemical pump operation -soda ash, alum, chlorine
7. pH testing in sedimentation basin for treatment efficiency
8. Inspection of flocculator operation
9. Inspection of streaming current monitor operation
10. Verification of productivity flow to match chemicals dosages and demand
11. Verification of pump basin level to meet production
12. Adjust chemical dosages as needed to ensure compliance with treatment requirements (alum, chlorine, soda ash)

Christian Valley Park  
Routine Work Appendix B  
(Periodic)

1. Calibration of four turbidity meters each quarter
2. Cleaning of turbidimeters as needed and verify flow rate
3. Calibration of chemical feed pumps, mL per minute
4. Clean and minor repair of chemical feed pumps
5. Backwash filters as determined by daily rounds and filter performance
6. Collection of routine trash and materials to be disposed - Disposal fee, vehicle use, and travel time not included
7. Facilitation of State required testing – sampling and laboratory cost not included
8. Respond to California Department of Public Health questions and requests
9. Attend CDPH inspections at the facility and respond to inspection report – work that results from inspections may not fall under normal operations and handled on a case by case basis
10. Analyze lab test results and record
11. Monthly reports completed and sent to CDPH for turbidity and bacteria
12. Updating of turbidity recordings
13. Pumping out intake vault
14. Operation of backwash return system
15. Minor brush clearing around facilities
16. Coordination of chemical inventory and ordering, delivery, and storage of chemicals
17. Cleaning, maintain and calibrate instruments (streaming current monitor, pH meter, chlorine analyzer) – material and calibration supplies on cost basis
18. Clearing of streaming current feed line
19. Greasing of pumps and flocculator drives

**EXHIBIT B**

**TASK ORDER FOR SPECIAL WORK TO BE PERFORMED BY  
HYDROS CONSULTING**

**SPECIAL WORK TASK ORDER NO. \_\_**

**TO WATER SYSTEM SERVICES AGREEMENT BETWEEN  
CHRISTIAN VALLEY PARK COMMUNITY SERVICES CLIENT  
AND HYDROS CONSULTING**

In accordance with the Agreement for Performance of Water System Services between Christian Valley Park Community Services CLIENT and Hydros Consulting dated November \_\_, 2011 (“Agreement”), Hydros Consulting is authorized to undertake those tasks and services described in the attached scope of work (“Special Work”) dated \_\_\_\_\_, 201\_. The Special Work shall be performed and the fees and costs shall be charged pursuant to the scope of work and the Agreement, which is incorporated in full herein. The cost of the work shall not exceed \$\_\_\_\_\_ without prior written approval by the CLIENT. If any conflict occurs between a term in the attached scope of work and a term in the agreement, the term in agreement shall govern unless specifically stated otherwise in the task order.

Dated: \_\_\_\_\_, 201\_

XXXXX  
CLIENT:

HYDROS CONSULTING:

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

EXHIBIT C

**HYDROS CONSULTING  
FEE SCHEDULE  
2014/15**

**CONTRACT OPERATIONS**

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Daily Plant Operations/On-Call Services    \$237.50/day

**PERSONAL**

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Operator – Distribution/Treatment        \$87.5/hr

Operator – Distribution/Treatment        \$87.50/hr

Laborer    \$67.5/hr

Administration                                \$55/hr

Emergency Callout (after hours)        2/hrs - minimum

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Service Truck with hand tools            \$100/d

Pickup Truck                                    \$0.65/mile

Vacuum Trailer                                \$400/d

Gas Pump                                        \$75/d

Dump Truck                                    \$60/hr (labor not included)

Backhoe                                         \$60/hr (labor not included)

**MATERIAL/RENTALS/SUB-CONTRACTORS**

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Cost + 10%