

**SERVICES AGREEMENT
BETWEEN
CHRISTIAN VALLEY PARK COMMUNITY SERVICES
AND
AMERICAN RIVER BACKFLOW**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this 27th day of September 2022, by and between Christian Valley Park Community Services District (“Christian Valley Park, CSD”), and American River Backflow (“Contractor”).

RECITALS

WHEREAS, Christian Valley Park, CSD desires to retain a person or firm to provide services for the performance of public water system treatment, operations, maintenance, reporting, and related services; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the Work under the terms and conditions provided in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made Christian Valley Park, CSD, the parties agree to the following:

- I. **TERM:** This Agreement shall commence on October 1st, 2022 and shall terminate on September 30th, 2024, unless sooner terminated in accordance with the terms hereunder.
- II. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Attachment A.
- III. **FEES:** The fees for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as Attachment B.
- IV. **PAYMENT:** The fees for services under this Agreement shall be due within thirty (30) calendar days after receipt and approval by Christian Valley of an invoice covering the service(s) rendered to date.

Invoices or applications for payment to Christian Valley Park, CSD shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Agreement is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by Christian Valley for funding payment to Contractor. Said delays may not extend beyond 30 days. If any delay in payment to Contractor due to a delay in the distribution of State or Federal government funds extends beyond 30 days, Contractor may cease work under this Agreement, without penalty, until payment is made. If Contractor elects to cease work under this paragraph, the Contract term shall be extended by the same duration as the delay.

- V. **INSURANCE:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$2,000,000, and a general aggregate limit of \$3,000,000.

Christian Valley, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Physical address: Christian Valley Park, CSD
5174 Westridge Circle
Auburn, CA 95602

Mailing Address: Christian Valley Park, CSD
P.O. Box 6857
Auburn, CA 95602

- B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos,

then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

Christian Valley Park, CSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Christian Valley Park, CSD
5174 Westridge Circle
Auburn, CA 95602

- C. The Contractor shall be required to carry professional coverage in the amount of \$2,000,000 per occurrence or claim, and \$3,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to Christian Valley Park, CSD. However, failure to obtain and provide the required documents to Christian Valley Park, CSD prior to the work beginning shall not waive the Contractor's obligation to provide them. Christian Valley Park, CSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to Christian Valley Park, CSD.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Christian Valley Park, CSD.

Any deductibles or self-insured retentions must be declared to and approved by Christian Valley Park, CSD. Christian Valley Park, CSD may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to Christian Valley Park, CSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Christian Valley Park, CSD, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to Christian Valley Park, CSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against Christian

Valley Park, CSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Christian Valley Park, CSD has received a waiver of subrogation endorsement from the insurer.

- VI. **WORKER'S COMPENSATION:** Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Agreement and at all times during the performance of the services to be performed hereunder.
- VII. **INDEMNIFICATION:** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- VIII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Agreement and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- IX. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of Christian Valley Park, CSD during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- X. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Agreement are personal to Contractor and may not be transferred or assigned without the express prior written consent of Christian Valley. Contractor may, in its sole and absolute discretion, employ subcontractors for any portion of work to be completed under this Agreement.
- XI. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Agreement.
- XII. **LICENSING AND PERMITS:** Contractor shall maintain the appropriate licenses throughout the life of this Agreement. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XIII. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Agreement (42CFR Sections 433.32, 438.3(h) and (u)).

Contractor will permit Christian Valley Park, CSD to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Contractor who participated in this Agreement in any way. Any such audit may be conducted on Contractor's premises with notice from Christian Valley at least 21 days prior to the proposed inspection date.

Contractor shall promptly refund any moneys erroneously charged. If Christian Valley Park, CSD ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Christian Valley may send a notice of error to Contractor detailing the error in billing and factual evidence supporting Christian Valley Park, CSD's claim. Contractor shall have 15 days from the date of receipt to remedy the error by return of the over charge or dispute the error using factual evidence. If the parties do not agree, the Parties shall hire an independent accountant to audit the records. The Party that the auditor decides against shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XIV. **CONFIDENTIALITY:** All information and records obtained in the course of providing services under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

XV. **TITLE:** It is understood that any and all documents, information, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of Christian Valley Park, CSD. Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Agreement, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to Christian Valley Park, CSD without exception or reservation.

XVI. TERMINATION:

- A. Either party hereto may terminate this Agreement for any reason by giving sixty (60) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
- B. If the Contractor fails to provide in any manner the services specified under this Agreement or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, Christian Valley Park, CSD may send a Notice of Breach to Contractor. The Notice to Breach shall be in writing and delivered under the other terms of this Agreement. If the Contractor does not cure the breach within 10 days of receipt of the Notice, Christian Valley may terminate this Agreement.
- C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. In the event of termination, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Agreement.

XVII. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of Christian Valley Park, CSD.

XVIII. AMENDMENT: This Agreement may be amended or modified only by a writing signed by both parties.

XIX. ASSIGNMENT OF PERSONNEL: Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to Christian Valley Park, CSD, as evidenced in writing.

XX. WAIVER: No provision of this Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

XXI. SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

- XXII. **GOVERNING LAW AND VENUE:** This Agreement and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Agreement shall be in Placer County, California.
- XXIII. **ARBITRATION:** This Agreement shall be governed and construed in accordance with the laws of the State of California. Any dispute or controversy between the Parties in any way arising out of, related to, or connected with this Agreement or subject matter thereof, or otherwise in any way arising out of, related to, or connected with your services hereunder with the Company shall be resolved through final binding arbitration in Placer County, California before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc. or its successor (“JAMS”), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association. Final resolution of any dispute through arbitration may include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator’s award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties agree that the Company shall be responsible for payment of all costs unique to arbitration, including the Arbitrator’s fee.
- XXIV. **ATTORNEY’S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys’ fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXV. **ATTACHMENTS:** All attachments referred to below or attached to herein are, by this reference, incorporated into this Agreement:

Attachment	Title
Attachment A	Work Scope
Attachment B	Rate Sheet

XXVI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be emailed to the General Manager and mailed to the address shown below:

If to Christian Valley Park, CSD: P.O. Box 6857, Auburn, CA 95604

If to Contractor: American River Backflow: P.O. Box 756, Auburn, Ca 95602

XXVII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Agreement pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of each party are the duly designated agents of each party and are authorized to do so.

XXVIII. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date written below.

Christian Valley Park, CSD:

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A **Work Scope**

Contractor shall perform the following work on a regular basis as part of the Daily Plant Operations listed in Exhibit B.

Routine Maintenance Work

1. Storage tank inspection and maintenance of logbook
2. Pressure tank air pad inspection and operation of air pad system
3. Removal of fallen trees and brush on WTP service road considered housekeeping; all other tree work shall be considered special work and compensated in accordance as such.
4. Basic cleaning in buildings (sweeping, wipe down equipment, clean counters, dust)
5. Keep walkways clear of debris around sedimentation basin
6. Inspection of the raw water intake vault and headworks
7. Maintenance of air compressor and for plant air system
8. Removal of floating debris on sedimentation basin and pump sump
9. Assess reported distribution system leaks
10. Respond to customer service inquiries forwarded by the District related to water quality, pressure, leaks, etc.
11. Monitor and mark Underground Service Alerts (USA) throughout the District's service area and comply with USA requirements when excavating on District facilities throughout the system.

Operations Work

1. Daily recordkeeping of plant activities and rounds – daily rounds sheet available upon request
2. Testing of raw water and finished water pH
3. Testing of sedimentation basin turbidity to assess chemical dosage for treatment
4. Verification of online instruments
5. Order water treatment chemicals, coordinate deliveries and chemical storage/transfer to day tanks.
5. Mixing/transferring water treatment chemicals (e.g. soda ash, polymer and chlorine).
6. Verification of chemical pump operation: soda ash, polymer, chlorine, and calculation of dosages as necessary
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)
13. Monitor filter performance and backwash as needed to maintain proper treatment
14. Monitor plant and respond to plant upsets and alarms
15. Monitor storage tank level and adjust plant output according to water demands
14. Operate and adjust backwash return system

Periodic Work

1. Calibrating of three turbidity meters each quarter
2. Cleaning of turbidity meters as needed and verify flow rates
3. Calibrating and monitoring of chemical feed pumps, including swapping out suction/discharge tubing, check valves, etc. as necessary (material costs passed onto District)
4. Cleaning and minor repairs of chemical feed pumps
5. Backwashing filters as determined by daily rounds and filter performance
6. Collecting of routine trash and materials to be disposed, except disposal fee, vehicle use, and travel time billed as additional cost
7. Facilitating of the State required testing including development of water testing schedule for each year. Laboratory costs paid directly by the District – currently using 49er Labs for lab testing.
8. Responding to DDW questions and requests
9. Attending DDW inspections at the facility and respond to action items on the inspection report. Working on the results from the inspections may not fall under normal operations and handled on a case-by-case basis as Special Work
10. Analyzing lab test results and record data
11. Preparing and submit monthly reports to DDW for turbidity and bacteria
12. Updating of turbidity charts
13. Pumping out intake vault
14. Minor brush trimming around facilities
15. Coordinating of chemical inventory and ordering, delivery, and storage of chemicals
16. Cleaning, maintaining and calibrating instruments (streaming current monitor, pH meter, chlorine analyzer), except material and calibration supplies paid for on cost basis
17. Clearing of streaming current feed line
18. Greasing of pumps and flocculator drives
19. Exercising of the Distribution system valves
20. Doing light generator maintenance and scheduling annual service
21. Performing or coordinating of backflow testing throughout the District
22. Attending monthly board meetings
23. Attending annual budget meeting and providing input on operational costs for budgeting purposes.
24. Annual filter inspections.

Special Work
Compensated based on rates included in the cost proposal

1. Respond to emergency leaks and customer service calls throughout the distribution system
2. Responding to emergency water treatment plant events
 - a. Raw water emergencies (e.g. canal failures, raw water contamination, etc.)
 - b. Equipment failure
 - c. Power outages
3. Special Projects deemed necessary by the District performed on a case-by-case basis
 - a. Annual sludge removal from sedimentation basin
 - b. Semi-annual sludge removal from backwash tank
 - c. Annual/bi-annual sludge removal from drying beds
 - d. Backflow testing
 - e. Cross-Connection surveys
 - f. Distribution sampling/delivery to lab

ATTACHMENT B
Rate Sheet

In accordance with this Request for Proposal, the Proposer agrees to provide the services described in this Request for Proposal, at the rates shown in this Bid Schedule.

All rates for routine work should include all overhead, including vehicle expenses, insurance, benefits, standby costs paid to on call employees, etc.

Payment will be made on the basis of quantities actually performed.

Base Rate for Routine Work – Based on attachment A			
Billed Periodically based on the period indicated below:			
X	Prices reflect daily billing rate		
ITEM NO.	DESCRIPTION	UNITS	BILLING RATE¹
Contract Operations and Staff Rates			
1.	Daily Plant Operations Onsite-Covers 8am-12pm	Daily	\$550/day
2.	After Hours On call Service- 12pm-5pm	hourly	\$100/hr
3.	Fixed cost charge	Backflow testing	\$40 per device

Special Work- Based on emergency calls for distribution, water treatment plant and annual/biannual maintenance.			
Billed on Cost and by Occurrence			
ITEM NO.	DESCRIPTION	UNITS	BILLING RATE
Contract Operations and Staff Rates			
2.	Certified Operator	hours	\$ 100 /hour
4.	Backflow Tester	hours	\$ 40 /test
5.	Emergency Call Out After Hours 5pm-8am – 2 hours minimum if traveling. Time starts at phone	hours	\$ 150 /hour

¹ ***If a special project or emergency requires more than one operator, the rate is to be charge per operator. Annual/Biannual work to be approved by Board/GM prior to work.

Special Work- Based on emergency calls for distribution, water treatment plant and annual/biannual maintenance.			
Billed on Cost and by Occurrence			
ITEM NO.	DESCRIPTION	UNITS	BILLING RATE
	call and ends when returned home from call out. Billed at 15 min intervals.		
Equipment and Vehicle Rates²			
3.	Pickup Truck with tools (mileage rate)	miles	\$ 0.585/mile
7.	Lab test collection delivery to the Lab: Title 22 panel ³	Hour	\$ 100 /Hour

Materials⁴. Provider will be reimbursed at the invoice amount plus 10% for materials.

Equipment and Vehicle Rates⁵. Equipment and vehicle rates not listed in the Bid Schedule will be reimbursed as follows:

1. For Contractor owned equipment, reimbursement will be per Caltrans standard rental rates. 58.5 Cents/mile
2. For equipment rented from a third-party supplier, reimbursement will be the invoice amount plus 10%.

Subcontractor Expenses⁶. Contractor will be reimbursed at the subcontract price plus 10%.

² Any equipment needed (backhoe, mini-excavator, vac trailer, etc.) will be reimbursed at cost + 10%

³ Samples obtained for Title 22 will be collected as part of the daily rate. Delivery will be charged at the daily operator rate of \$100/hr. (8am-5pm)

⁴ Contractor will make a good faith effort to have materials approved by District prior to purchase; however, the Parties understand and agree that prior approval may not be feasible for special emergency work.

⁵ Contractor will make a good faith effort to have equipment and vehicles approved by District prior to purchase; however, the Parties understand and agree that prior approval may not be feasible for special emergency work.

⁶ Contractor will make a good faith effort to have materials approved by District prior to purchase; however, the Parties understand and agree that prior approval may not be feasible for special emergency work.