



Scope of Services Agreement for Contract  
Operations of the Biola CSD Water Sites, Water  
Distribution System, Wastewater Treatment Facility  
and Wastewater Collection System



**MOUNTAIN VALLEY**  
ENVIRONMENTAL SERVICES, INC.

**Randy Johnson**

**Mountain Valley Environmental Services, Inc.**  
**1050 Ben Hur Road**  
**Raymond, CA 93653**  
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**RJohnson@MVEnvironmental.com**

RE: Scope of Services Agreement  
Contract Operations for Biola CSD

This Agreement is to provide services between Mountain Valley Environmental Services, Inc., a California corporation, 1050 Ben Hur Rd., Raymond, California 93653, hereinafter referred to as **MVES**, and Biola Community Services District, 4925 N Seventh Street, Biola CA 93606 hereinafter referred to as **DISTRICT**.

### 1. Term

This Agreement shall take effect on the 20<sup>th</sup> day of April 2023 and shall continue in effect for a period of five (5) years, including a five (5) year automatic renewal, unless terminated by either party prior to the end of this Agreement.

### 2. Purpose of Agreement

To provide operation and supervision services for the DISTRICT's water well sites, distribution system, wastewater treatment facilities (“**WWTF**”), wastewater collection system and to monitor and assist the District in its compliance with Wastewater Permit No. 96-288, Water System Permit No. 03-11-94P-097 and Amendment No. 03-23-14PA-005, and applicable regulatory requirements of the wastewater and water systems.

### 3. Scope of Services

#### Responsibilities of MVES

- i. MVES will provide a certified T-1, D-1 and WWTF Grade 1 or higher operator (“**operator**”) who will visit the site at least twice weekly and will be responsible for overseeing and maintaining the safe ongoing operation of the wells and WWTF.
- ii. MVES will provide an operator who will perform the day to day operations of the DISTRICT well sites, including wells, booster pumps, chemical feed pumps and the chemical levels in the storage tanks, etc. The MVES operator will use a DISTRICT provided operations spreadsheet and maintenance checklist, which may be revised by the District or MVES from time to time, to review and verify the daily operation of the systems. The operator will also perform operations of the wastewater treatment facility. All sampling, including RWQCB required sampling and that needed for troubleshooting problems may be at additional cost.
- iii. Water Quality Testing (Drinking Water)– The operator is to sample the distribution system monthly per the Bacteriological Sample Siting Plan. Quarterly tests on the raw water well supplies for total coliform and any additional sampling required in accordance with the requirements of the California Waterboard’s Division of Drinking Water or its successor regulatory agency (“**DDW**”). The Operator must perform all required water quality testing for the raw and treated water supply as required by DDW and must submit the required forms on water quality to the DDW in accordance with DDW’s requirements.
- iv. Water Quality Testing (Wastewater) - The operator is to sample the wastewater per WDR #96-288. The required sampling and testing will be completed by the Operator or a certified laboratory. Biosolids (sludge) and monitoring well sampling and analysis are excluded.

- v. Reliability Monitoring - The Operator must be available by phone for consultation by the DISTRICT during the work week from 7 a.m. - 4 p.m. and must have someone on-call, available to respond to emergencies at the water or wastewater treatment plant twenty-four (24) hours per day.
- vi. Reports - The MVES Operator must complete standard monthly regulatory reports pertaining to District's water and wastewater operations. All reporting must be done in accordance with applicable laws and agency requirements. MVES shall be responsible for timely filing of all monthly, quarterly and annual reports required of the DISTRICT by the DDW and RWQCB, provided however to the extent that the cooperation of the DISTRICT is required in the preparation of submission of any report, the DISTRICT will provide such cooperation promptly.
- vii. Services - To the extent that services, regular or emergency, are provided in excess of an average of up to nine (9) on-site hours per week (as averaged over a calendar month) such additional services must be provided on an as-needed basis at an additional hourly rate as specified herein. Any services provided after normal working hours will also be subject to additional hourly rates, mileage charges and other travel costs not to exceed the actual cost of travel.
- viii. Oversight of the distribution system - Sampling of the DISTRICT's distribution system per DDW requirements.
- ix. Oversight of the collection system – Inspection of manholes on a quarterly basis. Inspection and cleaning of sewer lines will be on an as needed basis at additional cost.
- x. The District or its designee must be notified of any notices from, and all meetings/discussions held with, DDW and/or outside contractors related to system improvements, repair work proposed or required at the WTP, and compliance concerns and requirements.
- xi. MVES must assist the DISTRICT by updating and timely submitting its Operations Plan, Emergency Notification Plan and any other plan when required by DDW.
- xii. MVES to test backflow devices at additional cost.
- xiii. General housekeeping around the well sites and WWTF.
- xiv. Routine maintenance including, but not limited to; painting, preventative maintenance of equipment, minor repairs, weeding, etc. that can be completed within the 9 hours per week time frame.
- xv. Annual exercising of water main valves and hydrants.
- xvi. Monthly exercising of emergency generators and as needed routine preventative maintenance.
- xvii. MVES will provide training to DISTRICT designated staff for guidance in acquiring a grade one water treatment operator and water distribution operator certification(s).

#### Responsibilities of DISTRICT

The DISTRICT shall provide the following as part of the Scope of Services.

- i. Existing as-built drawings, Operations and Maintenance manuals, operations plans and other information currently on file with the DISTRICT pertaining to DISTRICT's water and wastewater operations.
- ii. Historical reports and data on file with the DISTRICT pertinent to all phases of operations.
- iii. Access to areas of DISTRICT sites as required for MVES to complete the Scope of Services.
- iv. Availability of key DISTRICT staff for meetings at reasonable times and with reasonable notice.
- v. Availability of DISTRICT staff for additional help as needed.
- vi. Timely availability and cooperation of DISTRICT staff as needed for submission of required reports.
- vii. The cost of all maintenance and capital improvements.
- viii. Any additional cost associated with DISTRICT staff obtaining water treatment/distribution operator certification(s).

**4. Indemnification**

To the furthest extent allowed by law, MVES shall indemnify, hold harmless, and defend DISTRICT and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of MVES, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. This indemnification specifically includes any claims that may be made against DISTRICT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement or otherwise, and any claims made against DISTRICT alleging civil rights violations by MVES under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on DISTRICT for MVES' failure to provide independent contractor form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

To the furthest extent allowed by law, DISTRICT shall indemnify, hold harmless, and defend MVES and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of DISTRICT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring during this Agreement or any extension hereof.

**5. Insurance Types and Limits**

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

Type	Limits	Form
Commercial General Liability	\$1,000,000 per occurrence. \$2,000,000 Aggregate	At least as broad as ISO CG 0001, and Property Damage
Workers Compensation and Employer's Liability	\$1,000,000 per accident	
Automobile Liability	\$1,000,000 per accident	
Umbrella Liability	\$2,000,000 per occurrence \$2,000,000 Aggregate	
Contractor Pollution Liability	\$1,000,000 Aggregate	

The Certificate of Insurance for commercial general liability must name the DISTRICT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds, indicate that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by the DISTRICT shall be excess. If at any time during the life of the Agreement or any extension, MVES or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement may be suspended or discontinued immediately upon notice to MVES, and all payments due or that become due to MVES shall be withheld until notice is received by DISTRICT that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to DISTRICT. Any failure to maintain the required insurance shall be sufficient cause for DISTRICT to terminate this Agreement. No action taken by DISTRICT pursuant to this section shall in any way relieve MVES of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by DISTRICT that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

## 6. Termination of Agreement

Either party may terminate this Agreement upon receipt of sixty (60) days written notice from one party to the other. In the event of such termination, DISTRICT shall pay MVES consulting fees for all services provided by MVES prior to the date DISTRICT gives notice of termination. All reports normally prepared by MVES under this Agreement shall be due on and cover, and must be prepared by MVES no later than, the last business day before termination of the Agreement. In the event that the DISTRICT terminates this Agreement and the date of termination falls within a calendar month, DISTRICT will pay to MVES a prorated portion of the monthly flat rate amount by the last day of the calendar month containing the date of termination. Termination of this Agreement shall not relieve the DISTRICT's obligation to timely pay any other amounts billed by MVES for services rendered and supplies purchased prior to the termination of the Agreement. The DISTRICT will not pay lost anticipated profits or other economic loss. All payments by DISTRICT are conditioned upon receipt from MVES of any and all pending reports, plans, specifications and other documents prepared by MVES in accordance with this Agreement. No sanctions will be imposed.

## 7. Compensation

(a) DISTRICT shall compensate MVES for the monthly flat rate amount of six thousand, eight hundred forty-two dollars and no cents (\$6,842.00) for each and every month for the duration of the Agreement. All other amounts due and payable hereunder (extra hours, travel, supplies) shall be paid by DISTRICT within thirty (30) days of MVES's billing for the same in accordance with sub-paragraphs (b) and (c).

**Water Quality Testing & Reporting:** The monthly flat fee cost shall include (annual or more frequently required sampling).

- Water System
  - Two (2) bacteriological per month in the distribution system
  - Two (2) bacteriological lab tests per month of the raw water (one per well)
  - Two (2) nitrate lab tests annually of the raw water (one per well)
- Wastewater Treatment (per WDR #96-288)
  - One (1) Influent BOD5 per month

- One (1) Influent TSS per month
- One (1) Influent Settleable Solids per month
- One (1) Effluent BOD5 per week
- One (1) Effluent TSS per week
- One (1) Effluent Settleable Solids per week
- One (1) Effluent EC per week
- One Source water EC per month
- Pond Monitoring per WDR for weekly sampling. Daily pH and Dissolved Oxygen sampling may be done with District Staff (after training and OIT certification).

(b) **Additional Operator Time & Supply Purchases:** Any additional time over the average of nine (9) hours per week, additional trips over two (2) per week and/or not performed during normal working hours, will be billed at the rate of seventy-five dollars (\$75) per hour for a Grade I Operator, provided that such time is clearly documented. Grade II or higher Operator and Project Manager time to be billed at the current MVES price list, which is subject to change without notice. MVES must obtain prior approval to work additional time from the Manager or his/her designee unless prevented by an emergency involving a danger to the health and safety of the public or of significant property damage. Emergency responses after normal working hours (as defined below) will be billed at an hourly rate not to exceed time and one half (1.5), or one hundred twelve and one-half dollars (\$112.50).

To the extent possible, all work will be performed during normal working hours, which term is defined as Monday to Friday between 7 AM and 4 PM.

Any supply purchases by MVES deemed necessary for the operation of the water or wastewater facilities will be reimbursed to MVES as invoiced by DISTRICT. MVES shall review proposed purchases estimated to be over five hundred dollars (\$500) with Manager or his/her designee prior to incurring the same unless prevented by an emergency involving a danger to the health and safety of the public or of significant property damage.

Not included in the monthly flat fee:

- Any additional water quality testing required to meet DDW requirements.
- Biosolids (sludge) and monitoring well testing.
- Biosolids hauling and disposal

(c) No later than the 15th day of each month, MVES must provide monthly billing statements to the DISTRICT indicating: (1) all of the flat rate, any additional hourly service charges, supply or equipment charges, and any additional water quality testing requirements incurred by the DISTRICT in the prior month; (2) Each date service was provided to the DISTRICT, along with the corresponding number of service hours and a brief description of the service provided; (3) the corresponding rate at which hour services appearing on the statement were billed; and (4) the due date for a payment from the DISTRICT.

(d) Compensation Adjustment – The compensation amount shall be adjusted annually on the anniversary date of the contract by 3% or per the California CPI for All Urban Users, whichever is higher, found on the California Department of Industrial Relations website at <https://www.dir.ca.gov/oprl/CPI/EntireCCPI.PDF>.

## **8. Independent Contractor**

In the furnishing of the services provided for herein, MVES is acting solely as an independent contractor. Neither MVES, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of DISTRICT for any purpose. DISTRICT shall have no right to control or supervise or direct the manner or method by which MVES shall perform its work and functions. However, DISTRICT shall retain the right to administer this Agreement so as to verify that MVES is performing its obligations in accordance with the terms and conditions thereof. Due to the fact that MVES is not the DISTRICT's employee, MVES is responsible for paying any and all required state and federal taxes and other employer withholdings.

## **9. General Conditions Notices.**

Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

## **10. Assignment.**

This Agreement is personal to MVES and there shall be no assignment by MVES of its rights or obligations under this Agreement without the prior written approval of the DISTRICT Manager or their designee.

## **11. Compliance with Law.**

In providing the services required under this Agreement, MVES shall at all times comply with all applicable laws of the United States, the State of California, and DISTRICT, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

## **12. Waiver.**

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.



**13. Governing Law and Venue.**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. The parties agree that this Agreement is made in and shall be performed in Kings County, California.

**14. Further Assurances.**

Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

**15. No Third-Party Beneficiaries Intended.**

Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

**16. Waivers.**

The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

**17. Entire Agreement Represented.**

This Agreement represents the entire agreement between MVES and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

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

MOUNTAIN VALLEY ENVIRONMENTAL SERVICES, INC., a California corporation

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

Randy D. Johnson

Title: President

BIOLA COMMUNITY SERVICES DISTRICT

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

Title: Jennifer Duarte, Board President