

RESOLUTION NO. 24-1607

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH  
HYDROCORP TO PROVIDE CROSS CONNECTION  
PROGRAM MANAGEMENT AND DEVICE TESTING  
SERVICES FOR THE CITY'S WATER SYSTEM

**WHEREAS**, the City is required to have a Cross Connection Control Program for its potable water system; and

**WHEREAS**, the Cross Connection Control Program requires significant staff time to track backflow devices and ensure compliance with Department of Health regulations; and

**WHEREAS**, the City sought assistance from companies to help manage the program and provide testing services; and

**WHEREAS**, HydroCorp has the ability to assist the City with management of the Cross Connection Control Program and to comply with Department of Health requirements;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute a professional services agreement with HydroCorp to provide Cross Connection Program Management and Device Testing Services for the City's water system, significantly in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7<sup>TH</sup> DAY OF MARCH, 2024.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Carol Benson, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

# HYDR O CORP.

THE SAFE WATER AUTHORITY®

PROPOSAL Developed For

Scott Hanis

PW Director

City of Black Diamond

Black Diamond, WA 98010

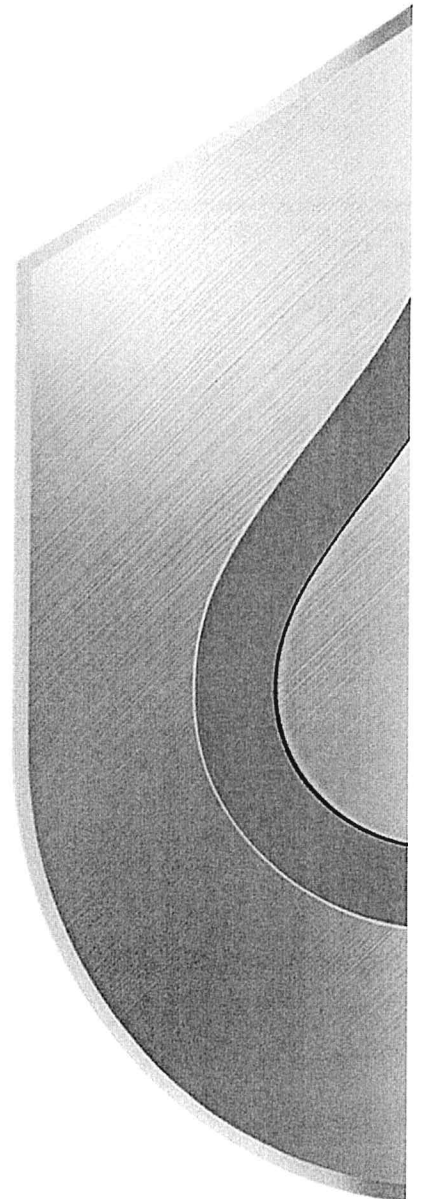
## PROJECT CONSULTANT

Larry LaBute, Senior Sales Development

DIRECT LINE: 248.981.6981

EMAIL: llabute@hydrocorpinc.com

February 20<sup>th</sup>, 2023





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## 1. EXECUTIVE SUMMARY

### 1.1. Summary of proposed Scope of Work

This project is to provide program management services for an ongoing Cross-Connection Control Program currently operated by the CITY. These services will be provided to ensure compliance with the Washington State Department of Health regulations for backflow prevention devices, assembly testing, and recordkeeping. Once this project has been approved and accepted by the CITY and HydroCorp, you may expect completion of the following elements annually. The components of the project include:

1. Conduct a project start-up meeting via Zoom or Teams with the CITY Cross-Connection Control/Backflow Prevention Program staff.
2. Provide data transfer template for all backflow prevention assemblies and/or customers to be included in the program, from the existing CITY database to the HydroCorp database.
3. Validate the above database to identify any possible errors or inconsistencies.
4. Maintain all data on an online system that enables CITY staff to monitor and generate reports as desired.
5. Provide full-time, toll-free phone support for customer questions by a trained staff member. The phone will be staffed during regular business hours Eastern Standard Time, Monday through Friday. After-hours calls are directed to an answering service with staff trained to handle our calls.
6. Coordinate and manage the testing of all testable backflow prevention devices in accordance with State requirements. Services include on-site testing, test failure notification, installation requirement notifications, receipt of executed test reports, and maintenance of all testing data. HydroCorp will prepare a bid for local contractors to establish pricing and credentials for testing all testable assemblies. HydroCorp will coordinate with the lowest bidders to test all backflow assemblies. Facilities will be tracked to ensure compliance with testing requirements. Testers will be provided with test tags to indicate the year they were tested.
7. Provide spot checks for device testers. HydroCorp will visually inspect tested assemblies for the presence of the current test tag and for verification of field data gathered by a certified tester.
8. Assist with preparing an initial mailing, by the City, to all customers to advise/educate them on the new CCC testing program.
9. Provide progress review meetings with the Utility's designated representative to discuss the program status and specific recommendations as requested.
10. The cost below includes all "time and travel" expenses for the entire project.





Summary of proposed Scope of Work and Cost (continued)

11. HydroCorp will provide a staff member to provide the CITY training and coordination at the time of project start-up. This staff member will be the program manager and remain available throughout this project to maintain effective communication between the CITY staff and HydroCorp. HydroCorp will ensure that the hired testing contractor is ASSE, AWWA, or USC certified for day-to-day on-site needs, quality control, communications, and compliance assistance and to provide overall effective communications between CITY staff, HydroCorp, and customers.
12. HydroCorp will provide a staff member to coordinate all activities with contractors for testing, repair, replacements, and new installations.
13. Provide Quality Control services for subcontractors to ensure proper workmanship and competitive pricing to customers.
14. Assist the Utility with establishing a community-wide public relations program, including webpage development, public informational meetings, a tester meeting to explain the CITY CCC program, general awareness brochures, newsletter language, and website cross-connection control program overview content and resources.
15. Provide documentation for the WA State annual report summarizing all data generated throughout the year. An annual summary report will be completed shortly after year end, along with all backup data. Test reports for the year will be available to download for long-term storage and ease of data management and retrieval.
16. All services will be coordinated through our proprietary software, HydroSoft. HydroSoft is a web-based software that enables inspectors and testers to automatically synchronize data generated in the field via the World Wide Web. Synchronization is achieved wirelessly from the field via the Web. HydroCorp will provide inspectors and/or testers with online queues for uploading and downloading data files. All data gathering and transference will be paperless. HydroSoft can generate customized reports based on any available data set.



## 1.2. Cost Breakdown

Project Name: Cross-Connection Control Program Services  
 Client Contact: \_\_\_\_\_ Project Code: LIL 2023  
 Proposal Date: February 20, 2023 Valid Through: May 31, 2023  
 Prepared By: Larry LaBute

**Invoice method:** HydroCorp will invoice the CITY monthly for the device testing services completed during the preceding month. The invoice will include an electronic listing of addresses that have had their assembly(s) tested. The invoice will equal the number of assemblies tested multiplied by the agreed-upon testing charge.

**Fees:** The fees and services within the CITY contract may be piggybacked to satisfy the requirements of this proposal)

### Cost Breakdown

Project Items	Cost
Annual Fee for Device Test Management:	\$495.00
External Site Inspection Fee:	\$TBD*
Fire System Backflow Prevention Assembly Testing Fee	\$TBD* each
Backflow Prevention Assembly Testing Fee	\$TBD* each
Ongoing availability to advise on Cross-Connection Control	No Charge

**\*Note:** Pricing will be established after bidding out the testing work to local testing contractors.

Project scheduling/acceptance will commence upon receipt of a Purchase Order to:

HydroCorp – Main Office  
 5700 Crooks Road/Suite 100  
 Troy, MI 48098 Federal Tax I.D. #38-2810008  
 Florida Office: 10 S. Harbor City Blvd. Melbourne, FL 32901

Submitted by: Larry LaBute | 248-981-6981 | llabute@hydrocorpinc.com

X \_\_\_\_\_  
 HydroCorp Representative (Signature) Date

Accepted by: X Carol Benson Carol Benson 3/8/24  
 Representative (Signature) Date

HydroCorp Headquarters  
 5700 Crooks Rd Suite 100 Troy, MI 48098 844.793.7646 www.hydrocorpinc.com



## 2. QUALIFICATIONS

### 2.1. HydroCorp, The Safe Water Authority

*"We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to drinking water and other distribution systems. Our goal is cost effective compliance."*

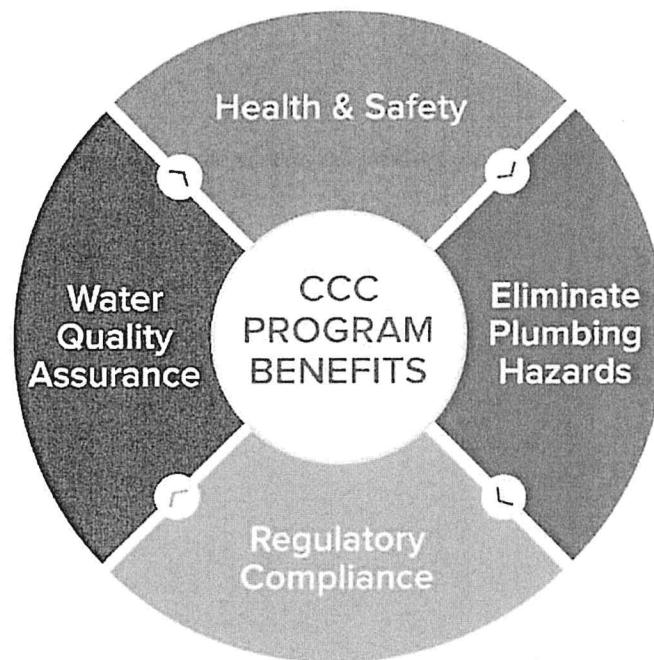
It's who we are. It's what we do. The inspiration guides HydroCorp's activities day after day and year after year. We are proud to consider ourselves a company grounded in high principles, sound business practices, absolute integrity, and unparalleled expertise. We realize that these are the essential factors in successfully attaining our mission, consistently fulfilling our commitments to our clients, and advancing the well-being of the public.

- Founded in 1983 and incorporated in 1988. The firm has grown from two employees to over 80 full-time associates in multiple states.
- HydroCorp provides Cross-Connection Control Program Management Services to over 400 communities in several states, including Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida, California, and Minnesota. We still have our first customer!
- HydroCorp Conducts over 80,000 on-site Cross-Connection Control Inspections **annually**.
- Our highly trained staff works efficiently to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that field inspectors follow to meet productivity and quality assurance goals.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross-Connection Control Programs:
  - USC -Foundation for Cross Connection Control and Hydraulic Research,
  - ASSE- American Society for Sanitary Engineering
  - ABPA - American Backflow Prevention Association
- Our trained administrative staff and call center have attended basic cross-connection control training classes and can answer most technical calls related to the program.
- HydroCorp staff and company are active members in many water industry associations, including: AWWA, NRWA, APWA, ABPA, ASSE, FRWA, IAPMO, NRWA, USCCFCCC
- HydroCorp is not a Plumbing Company and does not utilize existing staff to provide plumbing services.



## 2.2. Industry Leadership

With over 400 municipal clients and for over 40 years, HydroCorp has succeeded in improving health and safety, reducing risk, cutting operational costs, and increasing efficiency for its clients, earning their trust and allegiance. HydroCorp has a 98 percent retention rate among its municipal clients and a virtually unmatched level of customer satisfaction. HydroCorp is fully committed to the principles and practices that made it a success: Expertise, commitment, knowledge, and service.



## 2.3. References

- a. **City of Lake City**, Mike Osborn – Utility Superintendent  
386.466.3352 [osbornm@lcfla.com](mailto:osbornm@lcfla.com)
- b. **City of Titusville**, Doug Larkins – Program Coordinator  
321.567.3887 [doug.larkins@titusville.com](mailto:doug.larkins@titusville.com)
- c. **City of West Melbourne** Mark Piccirillo – Public Works Director  
321.727.3710 [mpiccirillo@westmelbourne.org](mailto:mpiccirillo@westmelbourne.org)
- d. **City of Cooper City**, Mike Stanton – DPW Supervisor  
954.434.5519 [mstanton@coopercityfl.org](mailto:mstanton@coopercityfl.org)



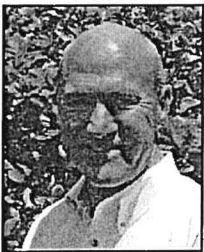
### 3. STAFF BIOS

#### Corporate Officers



**Mark L. Martin, CEO and President.** Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.

Connect with Mark on LinkedIn: [www.linkedin.com/in/mark-l-martin-b5632b76/](http://www.linkedin.com/in/mark-l-martin-b5632b76/)



**Larry J. La Bute, Chief Commercial Officer, Founder, and Senior Sales Development.** Mr. La Bute founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.

Connect with Larry on LinkedIn: [www.linkedin.com/in/larryjlabute/](http://www.linkedin.com/in/larryjlabute/)



**Glenn Adamus, COO.** A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.

Connect with Glenn on LinkedIn: [www.linkedin.com/in/glenn-adamus-678791a/](http://www.linkedin.com/in/glenn-adamus-678791a/)



**Paul Patterson, Senior Vice President of Sales.** Mr. Patterson has been with HydroCorp since 2004. In that time, he has assisted numerous water utilities in Delaware, Florida, Maryland, Michigan, and Virginia with their Cross Connection Control programs. Paul has also conducted training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environment, Great Lakes, and Energy, Michigan Rural Water Association and Delaware Rural Water Association. Prior to joining HydroCorp, Mr. Patterson was a member of the United States Air Force where he assisted in the implementation of a Cross Connection Control Program at Nellis Air Force Base, NV and

was involved in numerous construction projects worldwide. Mr. Patterson has over 25 years' experience in plumbing, water distribution, cross connection control and backflow prevention.

Connect with Paul on LinkedIn: [www.linkedin.com/in/paul-patterson/](http://www.linkedin.com/in/paul-patterson/)

HydroCorp Headquarters

5700 Crooks Rd Suite 100 Troy, MI 48098 844.793.7646 [www.hydrocorpinc.com](http://www.hydrocorpinc.com)



## Staff Bios (continued)



**Dave Cardinal**, Vice President of Operations. Dave is a seasoned operations professional with over twenty-eight years of experience in the water industry. He has a successful record of accomplishments in the cross-connection control industry. He is experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction.

As Vice President of HydroCorp, Dave oversees business practices, field operation procedures, and administrative functions related to cross-connection control program management and meter installation projects. He works closely with the executive team to develop and execute the company's strategic plan and is responsible for driving operational excellence throughout the organization.

He has assisted with developing State certified training programs in Michigan and Wisconsin and has trained members of the Michigan Department of Environment Great Lakes and Energy, Michigan Department of Health, Wisconsin Department of Natural Resources, municipal employees, plumbers, and miscellaneous contractor employees. He has been a guest speaker at many conferences and training seminars.

Connect with Dave on LinkedIn: [www.linkedin.com/in/dcardinal/](http://www.linkedin.com/in/dcardinal/)



**Ryan Hensley**, Administrative Account Manager – Municipal Division. As an Administrative Account Manager, Ryan is responsible for providing administrative support to field surveyors, regional managers, and division directors with all components associated with managing a comprehensive cross-connection control program and providing the highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 18 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

## Program Administrators/Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one of the following programs:





## 4. SECURE DATA AND WATER CUSTOMER CARE PROCESS

### 4.1. Program Data:

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues, which could lead to field survey inefficiencies. HydroCorp will coordinate with the CITY to obtain accurate account listing and address information.

### Specialized Software:



HydroCorp utilizes HydroSoft® (proprietary software) to manage Cross-Connection Control Program data. All program data captured shall remain the property of CITY. The CITY can access program data, information, and reports online via a web browser. All our Client Data is secured on our Application Server behind a Hardware and Software Firewall.

Standard reports include the following:

- Testable assembly inventories, tests completed, overdue, and compliance status
- Custom queries, data exports, and reports as needed

### Information Technology Infrastructure:

HydroCorp has a dedicated department responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated staff member responsible for new client start-up and database implementation to ensure we have the most accurate information possible at any given time.

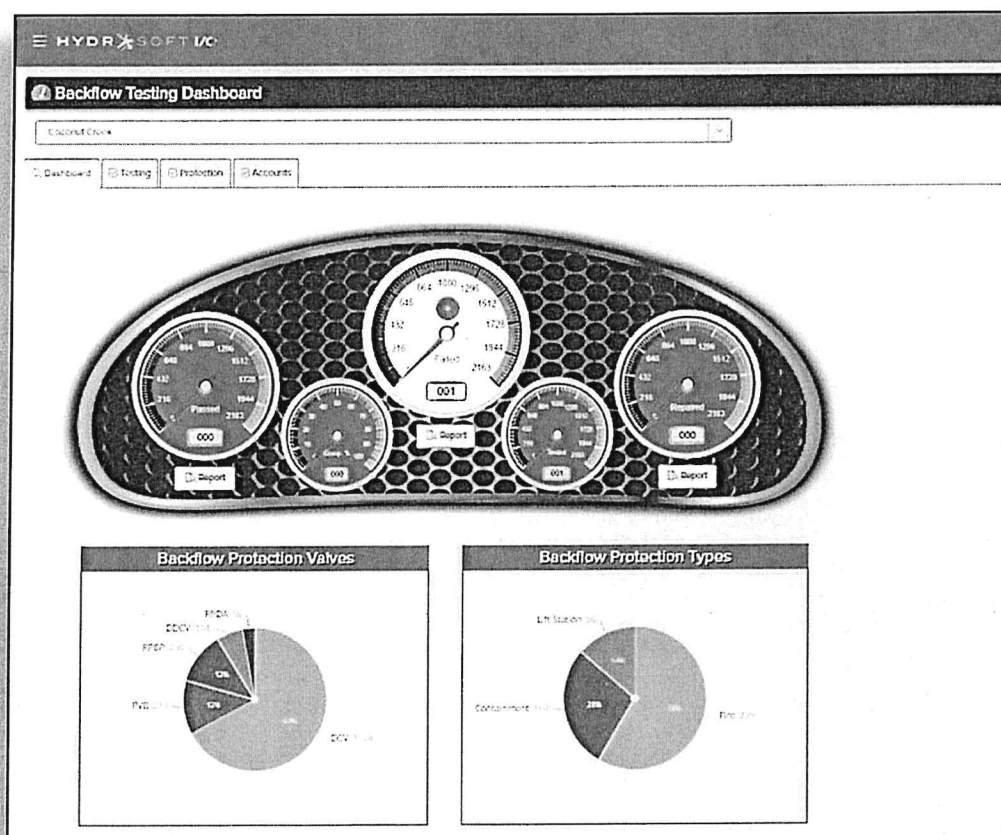
We have continually invested in hardware infrastructure (Network Servers, Client Workstations, Firewalls, and Tablet PCs for Field Inspectors) and software to leverage technology in the workplace and improve customer service and lower costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.





#### 4.2. Live Program Data Access for Designated Water Purveyor Staff

##### Main Dashboard Example





#### 4.3. Annual Backflow Prevention Assembly Testing Record Tracking

- HydroCorp monitors backflow prevention assembly tester credentials and qualifications to ensure that only qualified and state-certified contractors are conducting the work.
- HydroCorp monitors backflow prevention assembly test results. Test results that do not contain all required information are marked as “failed” and a phone call is made to the tester seeking the correct information.
- HydroCorp continually monitors program database information and reviews this with the CITY contact to improve compliance results and customer service. **Most of our Florida clients have achieved 100% compliance with FDEP regulations.**

Example Screen for Online Backflow Preventer Test Record Submission:

HYDR SOFTWARE

Create Tester Account | Login

Protecting water.  
Protecting people.

Welcome back!  
Please sign in to continue.

E-mail  
jacoblett@bootstrapcreative.com

Password  
.....

Forgot password?

SIGN IN

Need help? (844) HYDROINFO(493-7646)

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#### 4.4. Customer Service / Public Awareness Toolkit

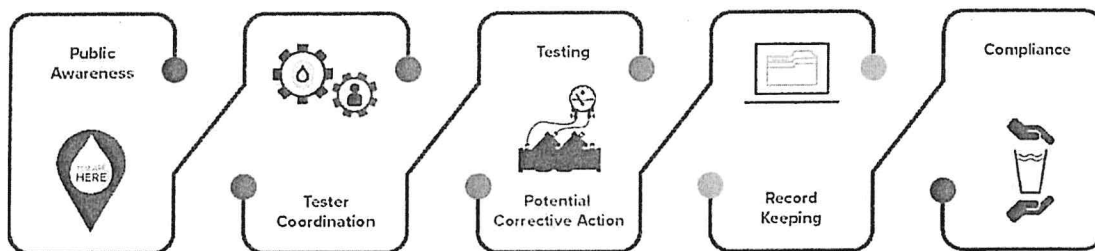
HydroCorp has an extensive customer service call center to answer incoming telephone calls from water users. The call center is staffed from 8:00 AM – 5:00 PM MON-FRI. Most program calls and questions can be answered by one of our representatives. Our field staff also carry tablets and smartphones to respond promptly to customer-related issues.

Preventing backflow contamination and ensuring the functionality of backflow prevention assemblies is a team effort between building owners and the water purveyor. Informing local water customers and building owners affected by the Cross-Connection Control (CCC) program is essential for program success and compliance.

The intended audience of these resources is the end user, Water Customer, Occupant, and/or Owner.


**Public Awareness Toolkit includes:**

1. Common Definitions and Code references.
2. Sample CCC Program Announcement Letter (applies only to new program clients).
3. Online video explaining the Cross-Connection Control Program.
4. Digital Tri-Fold Educational Brochure (printed versions available for a fee).
5. Pre-written Social Media posts/links.
6. Technical images for use on Utility/City websites and Social Media posts.
7. Web Page hosted by HydroCorp.



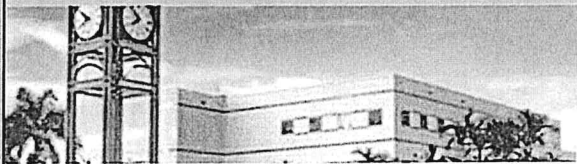



Example custom public awareness website included in the scope of work:



## CROSS-CONNECTION CONTROL PROGRAM

[City Website](#)

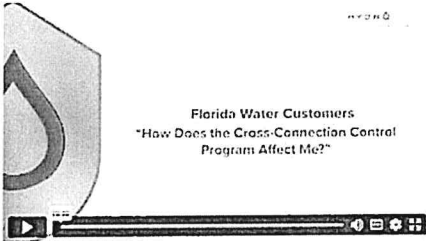



### Cross-Connection Control Program Overview

Your local water provider is making improvements to protect the safety of drinking water. Here's why.

A cross-connection is an actual or potential connection between the safe drinking water (potable) supply and a source of contamination or pollution. Cross-connections can result in a hazardous event known as backflow, which can draw those contaminants into your drinking water supply.

Florida Administrative Code Rule 62-509.369 prohibits hazardous interconnection to public water systems and requires all public water systems develop and implement a comprehensive Cross-Connection Control Program.



[FLORIDA ADMINISTRATIVE CODE »](#)
[FREQUENTLY ASKED QUESTIONS »](#)
[FLORIDA CCC PROGRAM BROCHURE »](#)

### CROSS-CONNECTION AND BACKFLOW FAQ

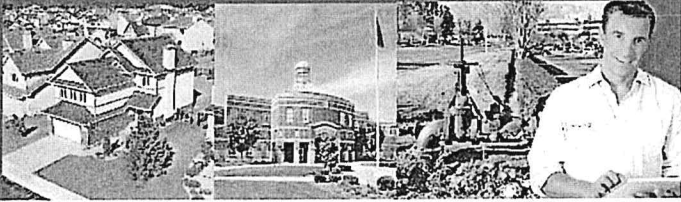
- What is backflow? +
- What is a Cross-Connection? +
- What is a backflow preventer? +
- Why do I need to test my backflow prevention assembly? +
- What is an example of a "corrective action"? +
- Is any older, legacy equipment "grandfathered" in? +



## APPENDIX B – PROGRAM WORKFLOW

**MUNICIPAL SERVICES**

**DRAMATICALLY REDUCE THE COST – AND HASSLE – OF BACKFLOW PREVENTION**



Cross-connection control programs are a necessary – yet unfunded – burden, mandated by the state to protect drinking water from outside contamination. For utilities that outsource their backflow prevention program, the functional burden is reduced. But the financial burden remains.

Until now, HydroCorp – *The Safe Water Authority*® – brings Florida utilities an optimized backflow prevention program management system that is quick, convenient, and complete. It practically eliminates costs to the utility. It ensures compliance with testing requirements. It minimizes costs to the consumer. And it removes the hassle, for both the customer and the utility.

**A HYDROCORP PROGRAM DELIVERS:**

- Increased Staff Efficiencies
- Reduced Cost to Water Utility
- Reduced Testing Cost to Water User
- Assured Regulatory Compliance
- On-Demand Program Tracking and Reporting
- No Software or Hardware to Purchase
- On-Line Software for Utility Personnel to Use for Field Inspections, New Customer Data Entry, and Customer Updates
- Reduced Risk of Backflow Incident
- Professional Program Management and Oversight
- Consistent Program and Testing Costs
- Convenient Billing for Water User

**EASY, EFFICIENT, AND CUSTOMIZED.**


More than 30 years of cross-connection control expertise means we know the needs of utilities – of all shapes and sizes – and we tailor our services to match those needs precisely. Including options for fee payment:

- Fee added to the monthly water bill
- One-time charge on the water bill
- Separate bill to the consumer, monthly or yearly

**HYDROCORP**  
THE SAFE WATER AUTHORITY®

**HOW IT WORKS:**

- Utility provides HydroCorp with customer account information
- HydroCorp transfers Utility database information into HydroSoft™ web-based software
- HydroCorp obtains bids from local contractors for testing of backflow prevention assemblies
- HydroCorp provides ASSE® and TREEO certified staff for program management oversight, and coordination of all activities for testing, repair, replacement and new installations of assemblies, ensuring consistent procedures and proper licensing and insurance
- HydroCorp provides a general informational mailer along with web site public education resources
- HydroCorp provides annual report summarizing all data and program compliance information
- Utility passes along agreed-upon program fees to water consumers on utility bill





## APPENDIX C – PROFESSIONAL SERVICES AGREEMENT

This agreement, made and entered into this \_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF BLACK DIAMOND, a municipal corporation organized and existing under the laws of the State of Washington referred to as "CITY," and HydroCorp, a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the CITY supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the CITY and the CITY desires to engage HydroCorp to act as its independent contractor in its Cross-Connection Control Program.

WHEREAS, the CITY has the authority under the laws of the State of Washington and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

### ARTICLE I. Purpose

During the term of this Agreement, the CITY agrees to engage HydroCorp as an independent contractor to provide Cross-Connection Control Program Management and Device Testing Services and/or to inspect as requested, its potable water distribution system in public, residential, commercial properties within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within or around the water user's facilities, complete and accurate data is not always available.



## ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the testing compliance, data management, preparation of quarterly management reports, and annual cross-connection reports with respect to the device management to the extent specifically set forth in this Article II (hereinafter the "Scope of Service").

2.1 PROGRAM START-UP MEETING. HydroCorp will conduct a Program Start-up Meeting for the CITY Cross-Connection Control/Backflow Prevention Program. Items for discussion include the following: Items for Plan development and updating of CITY Resolution

- Review state & local regulations
- Establish wording and timeliness for program including:
  - Test Failure Notices
  - Installation Notices
- Establish program reporting procedures
- Review educational and public awareness brochures
- Obtain complete facility listing and address information w/water meter number if possible
- Specific data to be collected at each location

2.2 INSPECTIONS. HydroCorp will coordinate external inspections, if requested, at individual/residential, industrial, commercial, institutional facilities and miscellaneous non-residential water users within the CITY served by the public water supply for cross-connections and identification of existing backflow prevention assembly installations. Inspections will be conducted in accordance with containment approach as supported by the FDEP and as outlined within the AWWA M14 Manual, pgs. 16 – 17 and will include identification of existing backflow prevention devices or assemblies immediately after the CITY water meter at all locations as defined above. Those locations with an existing containment device or assembly would also be evaluated for external irrigation backflow prevention devices, secondary water systems, or assemblies for testing and tracking.

2.3 PROGRAM DATA/SOFTWARE. HydroCorp will generate and document the required program data for the devices referenced above using the HydroCorp HydroSoft Software. Program Data shall remain the property of the CITY. Data Services to include:

- Managing local contractors for testing of backflow assemblies.
- Backflow device installation/maintenance and testing requirements.
- Monitor testing compliance.
- Maintenance of program to comply with WA State requirements.
- Track testable devices
- Provide device test tags
- Automatic access to all data relevant to a particular facility or period of time
- Generate the data required for the WA State annual report and supporting documents.
- Bid out device testing to local contractors. Contractors will be required to submit data to HydroCorp on the HydroSoft online data management system.
- Manage all repair work to backflow assemblies.
- Report to the CITY finance department every month those accounts that had completed work and what, if any, charges would be added to a water bill.

2.4 MANAGEMENT REPORTS. HydroCorp will submit management reports as requested and on an annual basis to the CITY, which will include the following:

- Device Testing forms input into Data Mgt. system
- Number of devices tested





- Number of devices compliant/non-compliant
  - Management reports for notices, inventory of devices, device tests, device test schedules, and device test forms. The report format will be provided as an electronic update and/or hard copy. Electronic reports will be available in a downloadable format at [www.gethydrosoft.com](http://www.gethydrosoft.com)
- 2.6 PUBLIC RELATIONS PROGRAM. HydroCorp will assist the CITY with enhancing its community public relations program, including general awareness brochures and website Cross-Connection Control Program overview content and resources.
- 2.7 SUPPORT. HydroCorp will provide ongoing support via phone, fax, Teams, Zoom®, on-site meetings, or email.
- 2.8 ON – SITE MANAGEMENT. HydroCorp will provide inspections of tested devices to ensure the quality workmanship of sub-contractors. HydroCorp will also offer regular meetings with sub-contractors to ensure effective communications between CITY, HydroCorp, the sub-contractor, and the customer.
- 2.9 COMPLIANCE WITH FDEP AND FL PLUMBING CODE. HydroCorp will assist in compliance with Washington State Department of Health and WA Plumbing Code cross connection control program requirements.
- 2.10 INVENTORY. HydroCorp shall inventory, within our database, all testable backflow prevention devices. Information to include: location, size, make, model and serial number, test tag as applicable.
- 2.11 DATA MANAGEMENT. HydroCorp shall provide data management and program notices as defined herein, for all testing services throughout the contract period. Oversight of all repair or replacement work will also be provided and tracked.
- 2.12 DATABASE SECURITY. HydroCorp provides the highest level of security for our HydroSoft customers. Our technology standards, policies, and procedures follow ISO 27001 international best practices guidelines, including SOC 1 & 2 standards. Our data and application reside in a Microsoft Azure platform in the East Coast region (Virginia) data center. Our instances are configured for Multi-Region snapshots, keeping a live version in the Microsoft Azure West Coast data center and our local region nightly. In addition to complete restoration, complete disc versioning practices are in place for continuous backup restoration on a per-file basis. For Azure certification status and security, please visit <https://azure.microsoft.com/en-us/overview/trusted-cloud/>.
- 2.13 ANNUAL YEAR-END REVIEW. HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.14 INSURANCE. HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the CITY as an additional insured if required.

#### ARTICLE III. Responsibilities of the CITY

- 3.1 CITY'S REPRESENTATIVE. On or before the date services are to commence under this Agreement, the CITY shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS. The CITY, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing. HydroCorp shall not be responsible for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.



- 3.3 DATABASE. The CITY will be responsible for uploading their database into a provided template for importing into the HydroSoft software system. The accuracy of the database is the responsibility of the CITY. Inaccuracies will be changed as found during field site inspections and/or device tests.
- 3.4 NOTICE OF LITIGATION. If the CITY or HydroCorp has received notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.5 PROPERTY/DEVICE LISTING. The CITY will provide HydroCorp with a complete list of devices to be managed from their existing database. Information to include facility name, address, water meter number (if available), and phone number. Incorrect facility addresses will be returned to the CITY contact, and corrected addresses will be requested. HydroCorp will provide a template for the CITY IT department to upload its existing database.

#### ARTICLE IV. Term

- 4.1 TERM AND TERMINATION TERM. Services by HydroCorp under this Agreement shall commence on the date of execution by the Black Diamond Mayor ("Effective Date") and end five (5) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.
- 4.2 RENEWAL. This Agreement will automatically renew for additional 1-year terms unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement. Pricing for the renewed contract term may be subject to an appropriate increase based on modifications in inspection or testing tracking requirements.
- 4.3 TERMINATION. The CITY or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The CITY shall pay the balance of any outstanding accounts of work performed by HydroCorp.
- 4.4 INSPECTION FEE. All inspections, if requested, will be billed at \$TBD/inspection. A monthly invoice will be generated for the inspections completed during the prior month. A listing of the locations inspected will be provided with the invoice. This information will also be available on-line within HydroSoft®.
- 4.5 BASE COMPENSATION. From the Effective Date, the CITY shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, software support, data management, and utilities provided and the services performed pursuant to this Agreement, the sum of \$495.00 on an annual basis throughout the term of this contract.
- 4.6 DEVICE TESTING FEE. A fee will be assessed to each device tested in accordance with the final cost determined after contractor bidding. The residential/commercial (non-fire suppression system) device testing cost will be \$TBD/test. Fire Suppression system device testing fees will be \$TBD/test. Device testing fee includes device testing, contractor coordination, test form generation, web service fees, software licensing fees, contractor oversight, repair coordination and follow-up, customer follow-up after repair, and all associated expenses related to program. HydroCorp will invoice CITY monthly for tests completed in the prior month. A list of completed tests and any repair work and associated charges will be provided no later



than the month following completion of the work. All fees will be held firm through 2025. In years 3 – 5 of this contract prices may increase in accordance with the CPI. If a customer does not participate in this program, there will be a \$20 fee charged for managing customer data.

- 4.7 **PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than ten (10) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HydroCorp which is not made within ten (10) calendar days after the due date, HydroCorp shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.8 **CLIENT CONFIDENTIALITY.** All communications between HydroCorp and the CITY regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of the Freedom of Information Act and the Washington State Public Records Act.
- 4.9 **ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.10 **CONFINED SPACES –** HydroCorp personnel will not enter confined spaces.

#### ARTICLE V. Risk Management

- 5.1 **INFORMATION.** Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping; complete accurate data is not always available.
- 5.2 **INDEMNIFICATION.** HydroCorp agrees to and shall hold the CITY, its elected and appointed officers, consultants, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HydroCorp in the performance of its services under this Agreements. The CITY agrees to and shall hold HydroCorp, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage, which is caused by, or arises from, the sole negligence of the CITY. If both HydroCorp and the CITY are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence.
- 5.3 **HydroCorp INSURANCE.** HydroCorp currently maintains the following insurance coverages and limits:
 

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability		\$1 Million
Errors and Omissions (Professional Liability)	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the CITY with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the CITY while this Agreement is in effect. The CITY shall be named as an additional insured according to its interest under the general liability, errors and omissions, automobile liability, and excess umbrella liability policy during the term of this Agreement.

- 5.4 **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the CITY and HydroCorp, and supersedes all prior or contemporaneous communications, representations,



understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

- 5.5 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.
- 5.6 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.7 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.8 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.9 AUTHORITY TO CONTRACT. Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.10 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, regardless of any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Washington, with venue in King County. The parties hereby consent to the personal jurisdiction of said court within the State of Washington.
- 5.11 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.12 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

c/o Mark Martin  
5700 Crooks Road, Ste. 100  
Troy, MI 48098

If to: City of Black Diamond

Address: 24301 Roberts Drive Black Diamond, WA 98010



- 5.16 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Black Diamond

HydroCorp

*Cassie Benson*  
By: \_\_\_\_\_  
Its: *Mayor*  
Date: *3/8/24*

\_\_\_\_\_  
By: Mark L. Martin  
Its: CEO/President

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