

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
REQUEST FOR QUOTATIONS**

**RFQ: BCVWD-S-2018-005  
QUOTATIONS DUE: 10/25/2018  
TIME: 5:00 p.m.**

**This is an invitation** to submit quotation for Furnishing Reservoir Inspection Services as Identified on **Attachment “A”, “B”, and “C”** and in accordance with the attached Specification Section 09911 included in **Attachment “D”** and draft contract requirements included in **Attachment “E”**. **This Project is subject to Prevailing Wage Requirements.**

**Instructions to Bidders**

Quotation must be made on the attached Quotation Form (Attachment “C”) included in this Request for Quotations, and all requested attachments must be submitted with the completed Quotation Form. Failure to comply with all requirements may result in a determination that the bidder is non-responsive.

Vendor shall field verify all reservoir dimensions identified in the specifications (Attachment "D" Table 2) and shall provide inspection and cleaning services, as necessary for actual reservoir sizes for reservoirs identified on Bid Sheets included as Attachment “C”. Vendor will be required to execute the District’s standard “Contract for Public Work”. A draft of the District’s standard contract is provided as Attachment “E”.

Vendor shall provide quotes for inspection services, cleaning services, and minor repairs with the requirements set forth on Attachment “A”, “B”, “C”, “D”, and “E”.

Questions should be addressed in writing to: James Bean, [james.bean@bcvwd.org](mailto:james.bean@bcvwd.org):

Quotation must be submitted to the Beaumont-Cherry Valley Water District (BCVWD) by the due date and time indicated in the upper right corner of this page. Quotation may be transmitted by facsimile machine to 951-845-0159; by e-mail to [james.bean@bcvwd.org](mailto:james.bean@bcvwd.org) by mail to 560 Magnolia Avenue, Beaumont, CA 92223, or by delivery service or in person to the District Office located at 560 Magnolia Avenue, Beaumont, CA 92223. Bidder shall be responsible for the timely delivery of its quotation.

Contract awards will be made to the lowest responsive and responsible bidder(s) capable of providing specified services at the time of need. Contract documents will consist of this Request for Quotations, its attachment(s) and addenda, if any; the successful bidder’s completed and signed Quotation Form; Certificate(s) of Insurance and Endorsement(s), as required, and a purchase order issued by the District.

The District reserves the right to:

- Reject any quotation that is conditional in any way or that contains erasures, items not called for, items not in conformity with applicable law, changes, additions, alternate proposals, or any other modifications of the Quotation Form;
- Negotiate best and final offer with selected vector(s);
- Make such investigations as deemed necessary to determine if a bidder is responsive and responsible;
- In the event that only one quotation is received, require the sole bidder to submit cost or pricing data to assist in determining if the price is reasonable;
- Reject any or all quotations;
- Waive minor defects or irregularities in any quotation, provided that the discrepancy does not affect the amount or give the bidder an advantage over others;
- Accept a quotation which offers a newer product than the specified item if, in the opinion of the District, it offers equal or greater functionality than the specified product, even though it may not comply with specifications in every detail;
- Award a purchase order to a single bidder for the entire procurement or to multiple bidders by line item, in groups, or in phases at the buyer’s discretion; and
- Consider quotations for a period of up to thirty (30) days following the due date and time before determining the successful bidder and issuing a Purchase Order.

**REQUEST FOR QUOTATIONS**

**TIME: 5:00 p.m.**

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**Project Requirements**

See Attachment “A” for Project Requirements.

See Attachment “B” for BCVWD Standard Terms and Conditions for goods.

See Attachment “C” for Bid Sheets for Water Reservoir Cleaning, Inspection, and Repair Services for Miscellaneous District Reservoirs.

See Attachment “D”, Section 09911, Project Specifications for In-Service Cleaning and Inspection of Potable Water Storage Reservoirs Using Commercial Divers.

See Attachment “E” for Exhibit A Beaumont Cherry Valley Water District Short Form Contract-Reservoir Cleaning, Inspection, Minor Repair, and Draft Contract for Public Work.

**Terms and Conditions**

Beaumont-Cherry Valley Water District’s Standard Terms and Conditions for the Purchase of Goods, dated November 1, 2012, (Attachment “B”) shall apply.

## ATTACHEMENT "A"

### BEAUMONT-CHERRY VALLEY WATER DISTRICT REQUEST FOR QUOTATIONS NO. BCVWD-S-2018-001 PROJECT REQUIREMENTS

#### **Specific Project Requirements**

Furnish services for visual and video inspection, cleaning, and minor repairs of four (4) water storage reservoir(s) using certified commercial divers trained in potable water operations and reservoir inspection practices. Work shall include cleaning of accumulated bottom sediment and removal of any debris prior to performing the specified video inspection(s), and if applicable, making minor coating repairs. Specific work to be performed is set forth on the attached Request for Quotation Sheet (Attachment "C") and the associated Project Specification Section 09911, In-Service Cleaning and Inspection of Potable Water Storage Reservoirs using commercial divers (Attachment "D"). Reservoirs to be inspected are located in the District's service area within the City of Beaumont, CA and the Community of Cherry Valley and as shown at the end of the Project Specifications in Appendix A.

All items shall include a price breakdown which includes the following minimum components:

1. Reservoir Inspection Fee
2. Reservoir Cleaning Fee
3. Inspection Report Preparation Fee
4. Minor Repair Fee

Vendor shall include a breakdown of specific Payment Term Requirements. Vendor may also provide any special payment options (offers) for consideration by District Staff.

#### **Specific Services**

1. All items must be bid

#### **Required Project Services Schedule**

All services as indicated hereafter shall be performed at a specific date and time to be decided by District Staff during the calendar year 2018-19.

District Staff anticipates the project award will be made within 15 to 60 calendar days of receipt of quotations. Quotations shall be valid for 60 calendar days subsequent to the quotation submittal date.

Physical location (addresses) of the Beaumont-Cherry Valley Water District reservoir sites are set forth in Specification Section 09911, Appendix 1.

## ATTACHMENT "B"

### BEAUMONT-CHERRYVALLEYWATERDISTRICT STANDARD TERMS AND CONDITIONS FOR GOODS

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL PURCHASES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Offer and Acceptance:** The Purchase Order is an offer by the Beaumont-Cherry Valley Water District ("District") to enter into a contract; and any of the following acts constitute Supplier's acceptance of the Purchase Order and all terms and conditions stated therein: (a) Supplier's execution and delivery to District supplier own acknowledgment form; (b) Supplier's delivery of any goods ordered; or (c) Supplier's acceptance of any payment from District.
- 2. Prices:** All prices shall be as stated in the Purchase Order and are firm and not subject to escalation. Supplier represents and warrants that the prices set forth in the Purchase Order are at least as low as those currently being quoted by Supplier to commercial or government users for the same goods, in like quantities, under similar circumstances.
- 3. Taxes:** This purchase is subject to all applicable California sales and use taxes. District is exempt from federal excise tax and will provide an exemption certificate, upon request.
- 4. Terms of Payment:** Payment terms shall be net thirty (30) days from the date of receipt of invoice or acceptance of goods, whichever occurs last. If District is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of goods by District, whichever occurs last. District shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to Supplier for additional charges, interest or penalties due to failure to pay within that period.
- 5. Quantities:** Supplier shall deliver the exact quantities specified in the Purchase Order. District reserves the right to reject incomplete deliveries and to return at Supplier's risk and expense excess quantities delivered.
- 6. Packaging and Shipment:** Goods shall be packaged, marked and otherwise prepared for shipment by Supplier in suitable containers in accordance with sound commercial practices. Supplier shall include an itemized packing list with each shipment which includes the District's Purchase Order number.
- 7. Delivery:** Time is of the essence in the performance of the Purchase Order. If delivery of goods cannot be made at the specified time, Supplier shall promptly notify District of the earliest possible date for delivery. Notwithstanding such notice, if Supplier, for any reason whatsoever, fails to deliver goods within the time specified, District may terminate the Purchase Order or any part thereof without liability except for goods previously delivered and accepted. District's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy District has under the Purchase Order or applicable law.
- 8. Title and Risk of Loss:** The Purchase Order shall specify an FOB ("free on board") point, which shall be either the shipping point or the destination of the goods. If the Purchase Order specifies FOB destination, all shipping charges shall be prepaid by Supplier in full and included in the unit price. Supplier retains title to the goods and risk of loss until the goods have reached the designated destination. If the Purchase Order specifies FOB shipping point, Supplier shall prepay all shipping charges, route the goods on the least expensive common carrier in compliance with the required delivery date, and add shipping charges to the invoice as a separate line item. Buyer assumes title to the goods and risk of loss at the shipping point. No shipping charges will be allowed unless specified.
- 9. Inspection and Rejection:** Goods shall be received subject to District inspection, testing, approval and acceptance at District premises notwithstanding any prior payment for such goods. Goods rejected by District as not conforming to the Purchase Order may be returned to Supplier at Supplier's risk and expense and shall not be replaced by Supplier without written authorization from District. Substitutions are not permitted except upon specific written authorization of District.
- 10. Warranties:** In addition to any other express or implied warranties, Supplier warrants that all goods delivered under the Purchase Order will be new; suitable for the use intended; of the grade and quality specified; free from all defects in design, material and workmanship; in conformance with all samples, drawings, descriptions and specifications furnished by District; in compliance with all applicable federal, state, and local laws and regulations; and free of liens and encumbrances. These warranties shall not be deemed to exclude Supplier's standard warranties or other rights or warranties which District may have or obtain. At its expense and option, Supplier shall replace or repair any goods not conforming to the foregoing warranties. If, after notice, Supplier fails promptly to replace or repair any such goods, Supplier shall promptly refund to District the full purchase price paid by District for such goods.
- 11. Compliance with Laws:** (a) Supplier shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans and orders in the performance of the Purchase Order.  
(b) Supplier shall be in full compliance with any and all permit or licensing requirements in connection with the manufacture, sale, shipment and/or installation of the goods specified in the Purchase Order.  
(c) If, in connection with the specified goods, Supplier is required to comply with the Occupational Safety and Health Act hazardous communications standard, Supplier agrees to provide copies of the applicable Material Safety Data Sheets at the time of delivery of the goods.
- 12. Safety and Health Requirements:** Goods supplied shall comply with all federal and state Occupational Safety and Health Administration requirements and with all California safety and health requirements.
- 13. Assignment:** Supplier shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Order without District's prior written consent.
- 14. Waiver:** Failure of District to enforce any provision of the Purchase Order shall not constitute a waiver or relinquishment by District of the right to such performance in the future nor of the right to enforce any other provision of the Purchase Order.

## ATTACHMENT "B"

### BEAUMONT-CHERRYVALLEYWATERDISTRICT STANDARDTERMSANDCONDITIONSFORGOODS(CONTINUED)

**15. Severability:** If any provision of the Purchase Order is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the particular provision held to be invalid.

**16. Patents, Copyrights or Trademarks:** Supplier shall hold harmless and fully indemnify District and its officers, employees and agents from all damages or claims for damages, costs or expenses in law or equity that may arise for any infringement of the patent right, copyright or trademark of any person as a consequence of the use by District or any of its officers, employees or agents, of goods supplied under this Purchase Order.

**17. Change Orders:** District shall have the right to revoke, amend, or modify the Purchase Order at any time by issuance of a written Change Order. No verbal revocations, amendments or modifications shall be held binding on District; and District is not required to compensate Supplier for goods not authorized by written Change Order. Supplier's receipt of District's written Change Order without response received by District within ten (10) days or Supplier's shipment or other performance reflecting the change, whichever occurs first, shall constitute Supplier's acceptance of the change without any price or other adjustment.

**18. Breach of Contract:** Should Supplier breach any of the provisions of the Purchase Order, District reserves the right to cancel the Purchase Order upon written notice to Supplier and obtain such goods from another source. If a greater price than that named in the Purchase Order is paid for such goods, the excess price shall be charged to and collected from the Supplier. District shall have any and all remedies provided under the Uniform Commercial Code in the event of a breach of contract by Supplier.

**19. Governing Law; Public Records:** The Purchase Order shall be governed by and construed in accordance with the laws of the State of California as interpreted by the California courts, and any litigation arising out of the Purchase Order shall be conducted in the courts of the State of California. California law requires that the contents of the Purchase Order be open to inspection and copying by the public.

**20. Work to be Completed on District Premises by Supplier:** In the event that Supplier is required, as part of its fulfillment of the terms of the Purchase Order, to install goods or perform any other work on District premises, Supplier assumes entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury or alleged injury (including death) or damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of such work by Supplier.

**21. Force Majeure:** Neither party to the Purchase Order shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. District may terminate the Purchase Order upon written notice after determining such delay or default will reasonably prevent successful performance of the Purchase Order.

**22. Entire Agreement:** The Purchase Order, which includes any and all additional documents incorporated therein by reference, sets forth the entire agreement between Supplier and District with respect to the purchase of the goods.

**23. Additional or Inconsistent Terms:** Any term or condition set forth in any acknowledgment form provided to District by Supplier which is in any way different from, inconsistent with, or in addition to the terms and conditions of the Purchase Order will not become a part of the Purchase Order nor be binding on District. If Supplier objects to any term or condition set forth therein, this objection must be in writing and received by District's Buyer identified on the Purchase Order prior to Supplier's delivery of product(s). Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by District.

November 6, 2012

**ATTACHMENT "C"**

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
REQUEST FOR QUOTATIONS**

**RFQ No.: BCVWD-S-2018-004**

**Due Date: 10/25/2018**

**PROJECT:** Water Reservoir cleaning, inspection, and repair services for miscellaneous district reservoirs

QUOTATION						
ITEM	DESCRIPTION	QTY	Depth of Sediment	U/M	UNIT PRICE	TOTAL PRICE
<b>SCHEDULE I - HANNON RESERVOIR</b>						
I-1	Inspection/Evaluation of Interior Equipment of <b>Hannon Reservoir</b> , including dive inspection and video/photo survey of reservoir interior	1	-	EA	\$	\$
I-2	Clean Reservoir Bottom (Floor) of 1/4 to 1/2 inch of Sediment	1	0.5	Inch	\$	\$
I-3	Clean Reservoir Bottom of Additional Sediment per 1/4" of Depth	1	0.25	Inch	\$	\$
I-4	Make Minor Coating Repairs 1 square foot area)	20	-	SF	\$	\$
<b>Schedule I Sub Total:</b>					\$	\$

<b>SCHEDULE II - VINELAND RESERVOIR No. II</b>						
II-1	Inspection/Evaluation of Interior, Exterior, Equipment, and Foundation of <b>Vineland 2 Reservoir</b> , including dive inspection and video/	1	-	EA	\$	\$
II-2	Clean Reservoir Bottom (Floor) of 1/4 to 1/2 inch of	1	0.5	Inch	\$	\$
II-3	Clean Reservoir Bottom of Additional Sediment per 1/4" of Depth	1	0.25	Inch	\$	\$
II-4	Make Minor Coating Repairs 1 square foot area)	20	-	SF	\$	\$
II-5	Repair or Replace Level Target Cable	1	-	EA	\$	\$
<b>Schedule II Sub Total:</b>					\$	\$

<b>SCHEDULE III - CHERRY RESERVOIR No. II</b>						
III-1	Inspection/Evaluation of Interior, Exterior, Equipment, and Foundation of <b>Cherry 2 Reservoir</b> , including dive inspection and video	1	-	EA	\$	\$
III-2	Clean Reservoir Bottom (Floor) of 1/4 to 1/2 inch of	1	0.5	Inch	\$	\$
III-3	Clean Reservoir Bottom of Additional Sediment per 1/4" of Depth	1	0.25	Inch	\$	\$
III-4	Make Minor Coating Repairs (1 square foot patch	20	-	SF	\$	\$
III-5	Repair or Replace Level Target Cable	1	-	EA	\$	\$
<b>Schedule III Sub Total:</b>					\$	\$

<b>SCHEDULE IV - NOBLE RESERVOIR</b>						
IV-1	Inspection/Evaluation of Interior, Exterior, Equipment, and Foundation of <b>Noble Reservoir</b> , including dive inspection and video/photo survey of	1	-	EA	\$	\$
IV-2	Clean Reservoir Bottom (Floor) of 1/4 to 1/2 inch of	1	0.5	Inch	\$	\$

**ATTACHMENT "C"**

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
REQUEST FOR QUOTATIONS**

**RFQ No.: BCVWD-S-2018-004**

**Due Date: 10/25/2018**

**PROJECT:** Water Reservoir cleaning, inspection, and repair services for miscellaneous district reservoirs

IV-3	Clean Reservoir Bottom of Additional Sediment per 1/4" of Depth	1	0.25	Inch	\$	\$
IV-4	Make Minor Coating Repairs (1 square foot	20	-	SF	\$	\$
IV-5	Repair or Replace Level Target Cable	1	-	EA	\$	\$
<b>Schedule IV Sub Total:</b>					\$	\$

<b>SCHEDULE V - CITY RESERVOIR</b>						
V-1	Inspection/Evaluation of Interior, Exterior, Equipment, and Foundation of <b>City Reservoir</b> , including dive inspection and video/photo	1	-	EA	\$	\$
V-2	Clean Reservoir Bottom (Floor) of 1/4 to 1/2 inch of	1	0.5	Inch	\$	\$
V-3	Clean Reservoir Bottom of Additional Sediment per 1/4" of Depth	1	0.25	Inch	\$	\$
V-4	Make Minor Coating Repairs (1 square foot patch	20	-	SF	\$	\$
V-5	Repair or Replace Level Target Cable	1	-	EA	\$	\$
<b>Schedule V Sub Total:</b>					\$	\$

<b>QUOTATION</b>						
<b>PREPARE INSPECTION REPORT FOR FIVE (5) RESERVOIR INSPECTION SERVICE</b>						
26	Prepare Inspection Report in Accordance with Contract Specifications	1	-	EA	\$	\$

**Subtotal of Schedule I, II, III, IV, and V** \$ \_\_\_\_\_

**Sales Tax (8.00 %)** \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

**ATTACHMENT "C"**

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
REQUEST FOR QUOTATIONS**

**RFQ No.: BCVWD-S-2018-004  
Due Date: 10/25/2018**

**PROJECT:** Water Reservoir cleaning, inspection, and repair services for miscellaneous district reservoirs

**Return Quotation to:**

James Bean

Beaumont-Cherry Valley Water District Via:

1. Facsimile: 951-845-0159
2. Email: james.bean@bcvwd.org
3. Mail: 560 Magnolia Ave, Beaumont, CA 92223
4. Delivery: Front Desk @ 560 Magnolia Avenue, Beaumont, CA 92223

**FOB POINT:**

560 Magnolia Avenue  
Beaumont, CA 92223

**PAYMENT TERMS:**

net 30 days (or as determined by special arrangement)

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**Company Name:**

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**Company Address**

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**City, State, Zip Code**

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**Phone No.:**

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**Quotation Submitted By:**

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**Facsimile No.:**

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**Signature of Authorized Representative:**

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**Email Address:**

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## ATTACHMENT “D”

### SECTION 09911

#### IN-SERVICE CLEANING AND INSPECTION OF POTABLE WATER STORAGE RESERVOIRS USING COMMERCIAL DIVERS

##### PART 1 -- GENERAL

##### 1.1 PROJECT SCOPE

Requirements specified in Conditions of the Contract and Attachments A, B, C, and D form a part of this Section. The Work of this Section includes all labor, machinery, construction equipment and materials to provide the services necessary to perform in-service cleaning, inspection of potable water storage reservoirs using commercial divers, and performance of minor repairs. The Contractor shall furnish all labor, materials, equipment, insurance, training, and certifications necessary to complete the specified services.

The main purpose of this project is to perform sediment removal and a comprehensive evaluation of the interior and exterior condition of the reservoir(s). The objective of the project is to provide the Beaumont-Cherry Valley Water District (District) with detailed information and recommendations to maximize the serviceable life of each tank and provide information for possible modifications and/or repairs to improve operational effectiveness.

**All inspections and cleaning service are to be conducted with the tank full or partially full and in service. Water levels cannot be controlled for these services.**

Specific work to be performed includes cleaning of accumulated bottom sediment, removal of any debris and the visual and video inspection of the five (5) domestic water storage reservoirs set forth in Appendix 1 located at the end of this Section utilizing certified commercial divers trained in cleaning and inspection of potable water reservoirs. It is the intent of the Beaumont-Cherry Valley Water District to utilize the reported inspection findings for documentation of routine preventative maintenance on the listed reservoirs. This specification requires specific documentation as detailed herein.

The Vendor shall perform a comprehensive interior inspection of the reservoir(s) in accordance with AWWA M42 Manual of Water Supply Practices “Steel Water-Storage Tanks” and/or AWWA Standard D110-86 “Wire-Wound Circular Prestressed-Concrete Water Tanks”.

The cleaning and inspection services shall be performed while the reservoirs are in service without causing disruption to the District’s well pumping and booster facilities and the District’s transmission facilities. Specifically, the District will **not** have to make arrangements for:

1. Additional utility personnel or equipment – (i.e. pressure relief valves, scaffolding, high pressure hoses, etc.)
2. Special scheduling – no interruption of existing facilities operation

3. Traditional OSHA and CALOSHA Confined Space compliance requirements for drained reservoirs
4. Additional disinfection procedures (See AWWA C652)
5. Down time or bypassing reservoir

The Vendor shall provide high quality color digital video inspection of 100% of all internal surfaces, including the roof and roof support structure. The Video from the underwater camera shall be narrated by at least a NACE Level II Coating Inspector. The inspector shall be able to remove coatings and corrosion products on the internal submerged surfaces for direct examination of metal loss, pit depth, and coating failure.

## 1.2 REFERENCE SPECIFICATIONS, CODES AND STANDARD STANDARDS

The commercial diving contractor's personnel shall be trained, certified, and adhere to the following applicable regulatory requirements and standards:

### A. Regulatory Compliance:

- OSHA 1910.401 (A)(2)(iv)(B) – Federal OSHA – Commercial Diving Standards
- OSHA 1910.00 (g)(t) – Federal OSHA – Commercial Diving Operations
- OSHA 1910.00 – Federal OSHA – Safety and Health Standards
- OSHA 1910.146 – Federal OSHA – Permit Required Confined Space Regulations
- CAL OSHA Title 8, Gr. 26/152 Sec. 6050-6063 – California OSHA Commercial Diving Standards
- CAL OSHA Title 8, Chap. 4/Art. 108 Sec. 5156-5159 – California OSHA Confined Space Standards
- NIOSH 87-113 National Institute for Occupational Health and Safety – Confined Air Spaces Regulations
- ANSI/ADA 01-1993 – American National Standards Institute – Commercial Diver Training & Certification Standards

### B. AWWA Standards

- D100-96: Welded Steel Tanks for Water Storage
- D102-03: Coating Steel Water Storage Tanks
- D103-97: Factory Coated Bolted Steel Tanks for Water Storage
- D104-01: Automatically Controlled, Impressed Current Cathodic Protection for the Interior of Steel Water Tanks
- C652-02: Disinfection of Water Storage Facilities
- M42: Steel Water Storage Tanks

- ASTM D3359-92a (modified) – ASTM Standard – Testing of Coating Adhesion to Metallic Substrates
- ASM/NACE RPO178-91 (A,B, C) – National Association of Corrosion Engineering – Corrosion Inspection Standards
- ACI 201.1R-92 American Concrete Institute – Guide for Condition Surveys of Concrete in Service
- ACI 311.1R – American Concrete Institute – Concrete Inspector Training
- ASNT-SNT-TC-1A – American Society for Nondestructive Testing – NDT Structural Testing – Training and Certification
- ANSI/NSF – National Sanitary Foundation – Certification for Use in Potable Water Environments
- ANSI Z359.1 – Fall Protection and Fall Prevention Requirements
- ADA – Association of Diving Contractors – Standards for Commercial Diving Operations

### C. NACE Standards

- RPO 388-2001: Impressed Current Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks
- RPO 196-96: Galvanic Anode Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks
- RPO 193-2001: External Cathodic Protection of On-Grade Carbon Steel Water Storage Tank Bottoms

## 1.3 QUALIFICATIONS

The successful Vendor shall meet the following minimum qualifications:

- A. Conducted at least (25) twenty-five inspections of potable water reservoirs using similar methods. All dive team members shall have a minimum five (5) years commercial diving experience in potable water facilities
- B. NACE Certified Coating Inspector in charge
- C. Field inspector must have at least (5) five years of water tank inspection experience and NACE II Coating Certification
- D. Experience with preparation of specifications for tank rehabilitation and Lead paint removal
- E. The proposal shall contain project reference for at least five (5) recent projects and the resume of the field inspector and report preparer. Reports must be prepared by a NACE Certified Coating Inspector

- F. All equipment entering water must be disinfected in accordance with AWWA C652 standard for potable water tank diving and disinfection of equipment

#### 1.4 GENERAL WATER DIVING SPECIFICATIONS

##### Specifications for Potable Water Diving Operations

- A. All diving operations to be conducted by certified commercial divers who are ACDE cardholders. Alternatively, divers who have completed specialized military training i.e., Navy 1st or 2nd Class Dive Courses or Master dive School shall also qualify.
- B. All diving operations shall be conducted with surface-supplied commercial grade diving equipment, including compressor (or compressed air bottle storage system), volume tank, air control system filter system and pneumofathometer. The air source shall have been tested, within the past 180 days, for oil mist and other contaminants, in accordance with OSHA 29 CFR
- C. Divers shall have full time voice communication capability with surface personnel
- D. As a minimum, the Dive Team will comply with all Federal, State and Local regulations and shall have an Injury and Illness Prevention Program (IIPP) available at each dive location
- E. All diving operations shall conducted utilizing a totally encapsulated diving dress, including diver hardhat with sealed neck dam, and a vulcanized rubber dry suit; in good repair. A band mask shall be specifically prohibited, for any instance but in an emergency situation.
- F. The diver hard hat shall be equipped with operating voice communication to the surface, and the diver umbilical shall consist of at minimum, the following: Diver air hose, pneumofathometer, dive diver communication cable, video cable and high intensity lighting power cable.
- G. The dive team shall consist of no less than a three-person team (Diver, Tender & Dive Supervisor). All of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, O2 Administrator Card, as well as a complete diver physical within the previous 24 months.
- H. All diver equipment and any other equipment introduced into the reservoir shall be dedicated for potable water operations, and further, shall be disinfected with no less than a 200 ppm chlorine scrub/spray prior to entry into the reservoir or clear well.
- I. Underwater welding is not permitted in potable water reservoirs unless the reservoir is isolated from the system and the water is drained to waste following the welding procedures.

- J. Dive inspection vendor shall have available for examination, the following documentation: Copy of Standards and Procedures Manual, Safe Practices Manual, Diver Logbooks, and the latest Air Testing Reports.
- K. Dive team shall be equipped with live color video with live voice recording (and associated lighting system) between diver and surface team, to allow for real-time surface monitoring of all diving activities and findings, as well as quality-control of the complete work.
- L. Digital underwater still and video camera(s) shall be used for dive inspection activities with suitable continuous and flash lighting

#### 1.5 UNDERWATER CLEANING SPECIFICATIONS

- A. Based upon the results of specific reservoir inspection, specific reservoirs will require sediment removal. The final decision to clean each reservoir will be made on a case by case basis by the Owners Representative.
- B. Cleaning will be conducted with the reservoir full or partially full and in operation. Bottom sediment shall be removed and disposed of on site.
- C. All cleaning equipment shall be disinfected on site in accordance with AWWA C652. For the purpose of this bid, the Vendor should assume that the sediment depth is as set forth in Appendix A located at the end of this section.
- D. Unit prices set forth in Attachment "C" shall be provided for additional sediment removal in excess of the level set forth in Attachment "C".
- E. Water discharged from a reservoir during cleaning operations that could reach a blueline stream or waterway shall be de-chlorinated using sodium-meta-bisulphate or an equivalent approved by BCVWD at no additional charge

#### 1.6 SUBMITTALS

The Vendor shall provide the following minimum project submittals:

- A. Project schedule which shall include the following minimum project comments: project start, sediment removal, reservoir inspection, report preparation, repair procedures, and project completion.
- B. Copies of all diver certifications (Commercial Diver ACDE Card, etc.).
- C. Project specific equipment to be used during performance of cleaning and inspection services, including any special project specific requirements.
- D. Project inspection video, including video from underwater camera narrated on site by inspection team

- E. Project report, and project inspection photographs and video. Inspection report for each tank shall include the requirements set forth under Section 3.05, hereafter.

## **PART 2 -- PRODUCTS**

## **PART 3 -- EXECUTION**

### 3.1 GENERAL

- A. Prior to commencing work, Vendor shall inspect all work areas and conditions where work related to this specification will be performed and report any issues or concerns to the District related to the project site(s).

### 3.2 INSPECTION REQUIREMENTS

#### A. General Inspection:

- a. Sanitary conditions of tank hatches, vents, and other penetrations
- b. OSHA safety compliance of tank ladders and hatches
- c. Condition and operation of cathodic protection system (if installed at specific reservoir(s) being inspected)
- d. Non-destructive coating mil thickness test – DFT (dry film thickness) of installed coating systems. DFT sampling shall be performed on various surfaces of the reservoirs listed. Representative readings (location and findings), from accessible areas of the interior and exterior coating shall be provided in the final report.

#### B. Exterior Inspection:

- a. Corrosion of any exposed reinforcing materials
- b. Percentage of coating failure and corrosion of all exterior coated surfaces
- c. Test adhesion of exterior coatings as per ASTM D3359
- d. Measure dry film thickness of exterior coating
- e. Condition of foundation and anchors
- f. Collect external paint samples for metals analysis

#### C. Interior Inspection:

- a. Condition of concrete or steel on the interior including; approximate percent of cracking, corrosion, type of failure and locations of concentrated spalling.
- b. Corrosion of any exposed reinforcing materials

- c. Measurement of bottom sediment depths in at least eight (8) locations
- d. Collection of bottom sediment sample for analysis by the District
- e. Interior coatings shall be inspected for conditions including peeling, blistering, or other indications of loss of coating integrity. General inspection of interior coating shall include percentage of coating failure and corrosion of all interior coated surfaces. Any areas of pitting or rust, as well as any associated undercutting or migration, should be documented in the final reporting. Findings shall be graded in accordance with the applicable standards from the following agencies:
  - i. Coatings: Society for Protective Coatings (ANSI/SSPC-Vis 2-82/ASTM-D6 10-85)
  - ii. Corrosion: National Association of Corrosion Engineers (ASM/NACE PRO 178-91, A, B, C)
  - iii. Welds: American Welding Society (ANSI/AWS B1.11-88)
  - iv. Concrete: American Concrete Institute (ACI 201.1R-92)
- f. Representative pit and blister survey: Interior pitting depth measurements, to 10 mils accuracy, shall be reported by location and character
- g. Collect internal paint samples for metals analysis

### 3.3 CLEANING

The vendor shall provide the procedure, labor equipment, and supplies necessary to thoroughly remove all accumulated bottom sediment and debris from each potable water storage reservoir listed at the end of this section.

All accumulated bottom sediment and debris shall be removed in a manner that does not compromise the tank integrity and/or coating system. Work shall not cause disruption to the use or quality of the water. The cleaning procedures shall not create any visible turbidity in the water column. In addition to cleaning all sediment and other materials from the floor of the reservoir, the vendor shall ensure that all sediment and other materials is removed from all wall seams, support column bases, plumbing fixtures and supports, man entries, and any other areas where the vacuum does not reach during normal floor cleaning

Removed water must be de-chlorinated by the Vendor.

The total price entered on the Quotation Sheet (Attachment "C") shall be based on the removal of sediments up to the height entered into the quotation sheet, averaged over the entire floor area. Contractor's quote shall also provide a unit price, per cubic yard, for the removal of bottom sediment in excess of the sediment depth listed for each reservoir in Attachment "C".

### 3.4 PAINT ANALYSIS

Interior and Exterior paint samples shall be tested per EPA 6010B for the presence of Lead, Cadmium, and Chromium.

### 3.5 REPORT

The report shall be prepared by a NACE Certified Coating Inspector and stamped by a Registered Professional Engineer. The report shall contain at least the following minimum items for each reservoir inspected:

- A. A summary of the tank conditions and recommendations within thirty days of the inspection of each tank
- B. Evaluation of each tank interior and exterior coatings including recommendations
- C. 20 high resolution digital photographs (minimum) of interior and exterior surfaces with date stamp provided digitally in “jpeg” file format
- D. Detailed notes of the divers observations and comments corresponding to each photograph
- E. Detailed recommendations for any safety, sanitary or rehabilitations requirements along with estimated costs.
- F. Electronic copy of report and support information. Report text shall be submitted in Microsoft Word and/or Excel format as well as a PDF copy of same
- G. Fully narrated color digital video of the internal and external inspection.

The Vendor shall provide three (3) hard copies of the report. Each copy of the report shall include a CD or DVD which includes a PDF copy of the complete report together with all photographs taken during the reservoir inspection(s) and one (1) copy of the fully narrated color video of each reservoir inspection.

**END OF SECTION 09911**



## APPENDIX 1

### RESERVOIRS REQUIRING CLEANING AND INSPECTION (SEE FIGURES 1, 2, 3, 4 & 5, AND TABLE 1 & TABLE 2 FOR SPECIFIC RESERVOIR FEATURES, LOCATIONS, AND VISUAL INSPECTION COMMENTS)

Table 1 – Potable Water Storage Reservoir Inspection Information and  
Comments

Table 2 – Potable Water Storage Reservoir Inspection Information and  
Comments

Figure 1 – Hanon Reservoir Location

Figure 2 – Vineland No. II Reservoir Location

Figure 3 – Cherry Reservoir No. II Location

Figure 4 – Noble Reservoir Location

Figure 5 – City Reservoir Location

**SPECIFICATION SECTION 09911**  
**TABLE 1**  
**POTABLE WATER STORAGE RESERVOIR INSPECTION INFORMATION AND COMMENTS**  
**RFQ: BCVWD-S-2018-004**

<b>Reservoir</b>	<b>Hannon Reservoir</b>	<b>Vineland Reservoir II</b>	<b>Cherry Reservoir II</b>	<b>Noble Reservoir</b>	<b>City Reservoir</b>
<b>Location</b>	37628 Cherry Valley Blvd.	39657 Vineland Street	11083 Cherry Ave.	40225 International Park Rd.	815 12 <sup>th</sup> Street
<b>Type of Tank</b>	Underground	On-Ground	On-Ground	On-Ground	On-Ground
<b>Tank Foundation</b>	Prestressed & Cast in Place-Concrete	Concrete Ringwall w/ oil sand or Gravel w/ Grade Band	Concrete Ringwall w/ oil sand or Gravel w/ Grade Band	Concrete Ringwall w/ oil sand or Gravel w/ Grade Band	Concrete Ringwall w/ oil sand or Gravel w/ Grade Band
<b>Tank Construction</b>	Prestressed & Cast in Place-Concrete	Steel, Welded	Steel, Welded	Steel, Welded	Steel, Welded
<b>Hatch Size &amp; Location</b>	Roof, 46" X 52"	Roof, 42.5" X 42.5"	Roof, 24" X 24"	Roof, 24" X 24"	Roof, 20" Round
<b>Ladders-Internal</b>	Yes	Yes	Yes	Yes	Yes
<b>Ladders-External</b>	No	Yes	Yes	Yes	Yes
<b>Safety Climb (cable, rail or cage)</b>	Vehicle access to the top with internal platform	Cage	Cage	Cage	Cage
<b>Vehicle Access</b>	Yes	Yes	Yes	Yes	Yes
<b>110v on site</b>	Yes	Yes	Yes	Yes	Yes
<b>Last Inspection</b>	Aug-09	Aug-11	Aug-11	Apr-10	Jan-17
<b>Last Cleaned</b>	Aug-09	Aug-11	Aug-11	Apr-10	Jan-17

**SPECIFICATION SECTION 09911**  
**TABLE 2**  
**POTABLE WATER STORAGE RESERVOIR INSPECTION INFORMATION**  
**AND COMMENTS RFQ:BCVWD-S-2018-004**

Pressure Zone	Reservoir Name	Parson Data Year Built	Type of Construction	Nominal Height (ft)	Diameter (ft)	Floor Elevation (ft)	Overflow Elevation (ft)	Nominal Capacity (MG)	Location	Existing Coating - Interior	Existing Coating - Exterior	Cathodic Protection	Estimated Depth of Sand in Reservoir (inches)	Visual Inspection Comments (8/9/2016)
2650 Hannon	Hannon Reservoir	2007	Concrete	36	151	2650.00	2686.0	5.00	37628 CherryValley Blvd.	Concrete		No	0.25"-0.50"	Very Little Sand
2850 Intermediate	Vineland Reservoir No. II	2002	Steel	34	116	2850.00	2884.0	2.00	39657 Vineland Street	Epoxy		Yes	0.25"-0.50"	Sand covering floor w/ minor rust
2750 Beaumont	Cherry Reservoir No. II	1965	Steel	32	78	2750.00	2782.0	1.10	11083 Cherry Ave.	Tar		No	0.25"-0.50"	Very Little Sand/Rust, Exterior Paint Peeling
3040 Noble	Noble Reservoir	1959	Steel	36	70	3040.00	3076.0	1.00	40225 International Park Rd.	Tar		No	0.25"-0.50"	Very Little Sand/Rust, Exterior Paint Peeling
2750 Beaumont	City Reservoir	1947	Steel	30	48	2648.00	2678.0	0.40	11083 Cherry Ave.	Epoxy		No	0.25"-0.50"	Very Little Sand/Rust, Exterior Paint Peeling

**FIGURE 1  
HANNON RESERVOIR  
LOCATION**



**FIGURE 2**  
**VINELAND No. II RESERVOIR LOCATION**



**FIGURE 3  
CHERRY RESERVOIR No. II  
LOCATION**



**FIGURE 4  
NOBLE RESERVOIR  
LOCATION**



**FIGURE 5  
CITY RESERVOIR  
LOCATION**





**ATTACHEMENT "E"**  
**BEAUMONT-CHERRY VALLEY WATER DISTRICT**  
**RESERVOIR CLEANING, INSPECTION, AND MINOR REPAIR**  
**DRAFT CONTRACT FOR PUBLIC WORK**

**1. Parties and Date**

This Contract is entered into this \_\_\_ day of \_\_\_\_\_, 2018, between the BEAUMONT-CHERRY VALLEY WATER DISTRICT, a California Irrigation (Special) District ("District"), and ("Contractor"), for the Work described as follows: Furnishing Reservoir Cleaning, Inspection, and Minor Repair work.

**2. Consideration**

In consideration of the mutual covenants hereinafter contained, District and Contractor agree to comply with the terms of this Contract and to faithfully perform their duties hereunder.

**3. Duties of Contractor**

3.1 Contractor agrees to furnish all labor, tools, and equipment necessary to complete the work hereinafter described. Contractor hereby guarantees that all work to be performed by it hereunder will be performed in a good and workmanlike manner. The Work to be performed by Contractor is described on Exhibit "A" attached hereto and by this reference incorporated herein. Pursuant to Public Contract Code Section 3300, Contractor shall possess an active and current Contractor's License, Class A or C-57, which shall be maintained throughout the term of this Contract.

3.2 Contractor shall complete all work required herein on or before ,  
**2018.**

3.3 Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the job prior to final payment by District.

3.4 Contractor hereby guarantees that all materials and workmanship furnished by him under the Contract will meet fully all requirements thereof as to quality or workmanship and of materials furnished by him

3.5 Copies of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available to interested parties upon request. If the total amount of this Contract is \$1,000 or more, Contractor agrees to pay such prevailing rates to each workman needed to execute the work required under this Contract and further agrees to comply with the penalty provisions of Section 1775 of the Labor Code in the event of its failure to pay prevailing rates.

Pursuant to Section 1727 of the Labor Code, all wages and penalties withheld for failure of Contractor to pay such per diem wages shall be transferred by District to the State Labor Commissioner for disbursement, should Contractor fail to bring suit for recovery within ninety (90) days after completion of the Contract or acceptance of the work.

3.6 Contractor shall pay travel subsistence payments to each workman needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

3.7 When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.8 Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.9 In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or keep payroll records containing the same information required by such forms, and shall make any such records available for inspection.

3.10 Contractor shall keep himself fully informed of all laws and regulations in any manner affecting the performance of the Contract work, and shall indemnify District and District's agents against any liability arising from violation of any such law or regulation.

3.11 Contractor shall at its own expense maintain at least the following insurance coverages throughout the performance of this Contract:

(a) Worker's compensation insurance coverages for all persons employed or to be employed in the performance of this Contract, which insurance shall at all times be maintained in strict accordance with the requirements of the current California Worker's Compensation Insurance Laws.

(b) General commercial liability insurance coverage of at least \$2,000,000 per occurrence and \$2,000,000 general aggregate insuring Contractor and naming District as an additional insured for all claims for bodily injury, personal injury and property damage, arising out of or in connection with any operations under this Contract.

(c) Automobile liability insurance coverage with a limit of liability of \$2,000,000 per accident Combined Single Limit.

(d) Course of construction insurance with a limit of liability equal to the full contract amount, unless waived in writing by District.

Prior to commencement of any work under this Contract, Contractor shall obtain and furnish to District a Certificate of Insurance as to each type of insurance required, which certificate shall be on the form provided to Contractor by District.

3.12 Contractor shall be responsible for all loss and damage which may arise out of the nature of the work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until same is fully completed and accepted by District. However, Contractor shall be responsible for damage proximately caused by an act of God within the meaning of Section 4150 of the Government Code only to the extent of five percent (5%) of the contract amount.

3.13 Contractor shall indemnify and hold harmless District, its agents and employees, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of work under this Contract and which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by any negligent or willful act or omission of the Contractor or anyone directly or indirectly employed by him or for whose acts he may be liable.

3.14 Contractor shall be responsible for securing and paying for all permits and licenses necessary to perform the work described herein.

3.15 If the work entails trenching of five (5) feet or more in depth, Contractor shall make adequate provisions for shoring, bracing, sloping, or other protection from the hazard of caving ground.

3.16 As required by Public Contract Code Section 7104, Contractor shall promptly, and prior to disturbance of conditions, notify District of (a) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II, or Class III disposal site; (b) subsurface or latent physical conditions at the site differing from those indicated by District; and (c) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District will promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date but will retain all rights provided by the Contract or by law for resolving the dispute.

#### **4. District's Responsibilities**

4.1 As consideration for performance of the work required herein, District agrees to pay Contractor the total contract amount of \_\_\_\_\_, (\$ \_\_\_\_\_), provided that such amount shall be subject to adjustment pursuant to written change orders signed in advance by District.

4.2 Contractor shall submit progress payment invoices to District at the end of each calendar month during the term of the Contract. All progress payment invoices shall be subject to approval by the District prior to payment by the District. Such progress payment invoices shall be made

in accordance with Section 20104.50 of the California Public Contract Code, requiring District to make a determination of suitability of the payment request within seven (7) days of receipt of such request and further requiring District to make payment on properly submitted progress payment invoices within thirty (30) days in order to avoid interest payments to the Contractor upon such amounts.

4.3 When the Contractor determines that he has completed the work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by Section 3.3 of this Contract. District shall thereupon inspect the work and, if acceptable, shall pay to Contractor the contract price, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made no later than sixty (60) calendar days after such final acceptance by District, in accordance with Section 7107 of the California Public Contract Code. Contractor is hereby alerted to provisions of Section 7107 of the California Public Contract Code, requiring Contractor to pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received, within ten (10) calendar days from the time that all or any portion of such retention proceeds are received by Contractor from District. District will allow Contractor to substitute qualified securities, deposited with District or a qualified escrow agent, in lieu of contract retentions in accordance with provisions of California Public Contract Code, Section 22300. The escrow agreement used in such instance shall be substantially similar to that form set out in Section 22300 of the Public Contract Code. District will provide this form to the Contractor upon request.

4.4 To the extent required by Section 4215 of the Government Code, District shall compensate Contractor for the costs of locating and repairing damage to underground utility facilities not due to the failure of Contractor to exercise reasonable care, and removing or relocating underground utility facilities not indicated in the construction drawings and for equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

## 5. **Contractual Relationship**

It is expressly agreed that Contractor is an independent contractor, and neither Contractor nor any of its employees shall be deemed employees of District. Contractor shall have full supervision over all workers on the job, including equipment, drivers, and operators, and neither District nor any of District's agents shall be held responsible for any action of Contractor under this Contract. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's General Manager, whose decision shall be binding upon Contractor.

6. **Assignment Forbidden**

Contractor shall not assign or transfer this Contract or any right, title or interest herein without the prior written consent of District. If contractor attempts an assignment of this Contract or any right or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or his assignee or transferee.

7. **Time of Essence**

Time is of the essence in the performance of this Contract. Contractor will be assessed liquidated damages in the amount of \$100.00 per calendar day for each day of unauthorized delay in completing performance.

8. **Termination**

This Contract may be terminated by District at any time by giving Contractor seven (7) days advance written notice. In the event of termination by District for any reason other than the fault of the Contractor, District shall pay Contractor for all work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor.

9. **Dispute Resolution**

Any separate demand by Contractor for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 et seq., if they apply. Copies of those sections are available upon request and by this reference are incorporated herein.

10. **Attorney's Fees and Costs**

If any action is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to recover from the losing party attorney's fees in an amount determined to be reasonable by the court, together with costs and necessary disbursements.

11. **Notices**

Any notice required to be given under the terms of this Contract shall be sufficient and complete upon depositing the same in the United States mail, with postage prepaid and addressed as follows:

<b><u>DISTRICT</u></b>	<b><u>Contractor</u></b>
Beaumont-Cherry Valley Water	-
District	_____
P.O. Box	_____
2037560 Magnolia Avenue	_____
Beaumont, CA 9223	_____

12. **Counterparts**

This Contract shall be executed in two (2) counterparts, each of which shall constitute an original.

13. **Certification of License**

Contractor certifies that as of the date of execution of this contract, Contractor has a current contractor's license of the classification indicated below Contractor's signature hereto.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on the day and year first above written.

\_\_\_\_\_  
(Contractor)

**ATTEST:**

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

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Contractor's License Number & Classification

**BEAUMONT-CHERRY VALLEY  
WATER DISTRICT**

**ATTEST:**

By: \_\_\_\_\_  
Daniel K. Jagers  
General Manager

\_\_\_\_\_  
Secretary to the Board

## CERTIFICATION

### LABOR CODE – SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the work of this Contract.

\_\_\_\_\_  
Contractor

By:

Title: