



# Request for Quotations

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## City of Imperial Reservoir Inspection Services

Released: October 28, 2015

Important Dates:

Quotations Due:	November 12, 2015
Award of Contract:	November 18, 2015

City of Imperial  
Public Services Department  
420 South Imperial Avenue  
Imperial, CA 92251  
Phone: (760) 355-3336  
Fax: (760) 355-4718

CITY OF IMPERIAL  
REQUEST FOR QUOTATIONS

QUOTATIONS DUE: November 12, 2015  
TIME: 3:00 PM

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This is an invitation to submit quotation for Furnishing Reservoir Inspection Services as Identified on Attachment "C" and in accordance with the attached Specification section 09911 included in Attachment "D". 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 Quotation's, 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 (Appendix D) and shall provide inspection and cleaning services, as necessary for actual reservoir sized for reservoirs identified on Bid Sheets included as Attachment "C". Vendor will be required to execute the City of Imperial standard "Contract for Public Work". A Draft of the City of Imperial standard contract is provided as Attachment "E".

Vendor shall provide quotes for inspection services, cleaning services, and minor repairs as set forth on Appendix "C".

Questions should be addressed in writing to : Jackie Loper, [jloper@cityofimperial.org](mailto:jloper@cityofimperial.org) :

Quotation must be submitted to the City of Imperial by the due date and time indicated in the upper right corner of the this page by mail, delivery service or in person to the City Hall office located at 420 South Imperial Avenue, Imperial, CA 92251. Bidder shall be responsible for the timely delivery of its quotation.

Contractor must have a California State Contractor's B license and/or any combination of "C" specialty contractor's license(s) sufficient to perform the work. A City of Imperial business license is required prior to start of project.

A bid submitted by any contractor not properly licensed shall be considered non-responsive and will be rejected.

**PREVAILING WAGE RATES:**

Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work. Statutory provisions for penalties for failure to pay prevailing wages will be enforced. A copy of the applicable rate

of per diem wages is on file in the office of the City Clerk, 420 South Imperial Avenue, Imperial, California.

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 the 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 City.

The City 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 for;
- 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 an 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 City, 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.

#### Project Requirements

See Attachment "A" for Specific Project Requirements.

See Attachment "B" for CITY OF IMPERIAL Standard Terms and Conditions;

See Attachment "C" for Bid Sheets for Reservoir Inspection, Cleaning, and Minor Repair.

See Attachment "D" for Project Specifications.

No contractor or subcontractor may be listed on a bid proposal for a public work project unless registered with the Department of Industrial Relations. Any bid submitted not registered with the Department of Industrial Relations shall be considered non-responsive and will be returned on that basis.

#### Terms and Conditions

The City of Imperial Standard Terms and Conditions for the Purchase of Goods, dated November 1, 2012, (Attachment "B") shall apply.

**LIST OF PROPOSED SUBCONTRACTORS**

**RESERVOIR INSPECTION SERVICES  
THE CITY OF IMPERIAL  
STATE OF CALIFORNIA**

NAME OF BIDDER: \_\_\_\_\_

If awarded the Contract, Bidder shall employ the following subcontractors who will perform work or labor, or render service to the Bidder in or about the project, in an amount in excess of 0.5% of the bid lump sum listed on the Bid Form. If no subcontract work is proposed, other than within the 0.5% limit set forth, Bidder shall so state. (Attach additional pages if necessary.)

Names and Addresses    Description of Work of Subcontractors    to be Subcontracted

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Bidder \_\_\_\_\_ Date \_\_\_\_\_

Firm Name

Signed by \_\_\_\_\_

Name

Title

**NONCOLLUSION AFFIDAVIT**

THE CITY OF IMPERIAL

STATE OF CALIFORNIA

(To Be Executed by Bidder and Submitted With Bid)

State of California ) ss.

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_\_.

Signature of:

Bidder, if the Bidder is an Individual,

Partner, if the Bidder is a Partnership,

Officer, if the Bidder is a Corporation

Name \_\_\_\_\_

Title \_\_\_\_\_

**ATTACHMENT "A"**

**CITY OF IMPERIAL  
REQUEST FOR QUOTATIONS RESERVOIR INSPECTION SERVICES  
PROJECT REQUIREMENTS**

Specific Project Requirements

Furnish services for visual video inspection, cleaning, and minor repairs of (3) 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 for the on the attached List of Materials Quotation sheet (Attachment "C") and the associated Project Specification Section 09911 (Attachment"). Reservoirs to be inspected are located in the City's service area within the City of Imperial, CA and the community of Imperial Valley and as shown at the end of the Project specification s 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 the City Staff.

Specific Services

- I. 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 the City Staff during the calendar year 2015.

City Staff anticipates the project award will be made within 15-60 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 City of Imperial reservoir sites are set forth in Specification Section 0911, Appendix A.

**ATTACHMENT "B"**  
**CITY OF IMPERIAL**  
**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 City of Imperial ("City") 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 City supplier own acknowledgment form; (b) Supplier's delivery of any goods ordered; or (c) Supplier's acceptance of any payment from the City.

**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. City 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 City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of goods by the City, whichever occurs last. City 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. City 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 City'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 City of the earliest possible date for delivery. Notwithstanding such notice, if Supplier, for any reason whatsoever, fails to deliver goods within the time specified, City may terminate the Purchase Order or any part thereof without liability except for goods previously delivered and accepted. City's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy City 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 City inspection, testing, approval and acceptance at City premises notwithstanding any prior payment for such goods. Goods rejected by the City 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 City. Substitutions are not permitted except upon specific written authorization of the City.

**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 the City; 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 City 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 City the full purchase price paid by the City 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 City's prior written consent.

**14. Waiver:** Failure of City to enforce any provision of the Purchase Order shall not constitute a waiver or relinquishment by the City of the right to such performance in the future nor of the right to enforce any other provision of the Purchase Order

**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 City 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 the City or any of its officers, employees or agents, of goods supplied under this Purchase Order.

**17. Change Orders:** City 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 City; and City is not required to compensate Supplier for goods not authorized by written Change Order. Supplier's receipt of City's written Change Order without response received by the City 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, City 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. City 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 City 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 City 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. City 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 City 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 City 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 City. If Supplier objects to any term or condition set forth therein, this objection must be in writing and received by the City'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 the City

**ATTACHMENT C**

CITY OF IMPERIAL

REQUEST FOR QUOTATIONS

PROJECT: WATER RESERVOIR CLEANING, INSPECTION, AND REPAIR  
SERVICES FOR MISCELLANEOUS RESERVOIRS

QUOTATION						
ITEM	DESCRIPTION	QTY	DEPTH OF SEDIMENT	U/M	UNIT PRICE	TOTAL PRICE
<b>RESERVOIR SHOP</b>						
1	Inspection/Evaluation of Interior, Equipment, and Foundation, including dive inspection and video/photo survey of reservoir interior	1	-	EA	\$ -	\$ -
2	Clean Reservoir Bottom (Floor) of ¼ to ½ inch of sediment	1	0.5	Inch	\$ -	\$ -
3	Clean Reservoir Bottom of Additional Sediment per ¼" of Depth	1	0.25	Inch	\$ -	\$ -
4	Make Minor Coating Repairs (1 square foot patch area)	20	-	SF	\$ -	\$ -
<b>ATEN RESERVOIR</b>						
5	Inspection/Evaluation of Interior, Exterior, Equipment, and Foundation, including dive inspection and video/photo survey of reservoir interior	1	-	EA	\$ -	\$ -
6	Clean Reservoir Bottom (Floor) of ¼ to ½ inch of sediment	1	0.5	Inch	\$ -	\$ -
7	Clean Reservoir Bottom of Additional Sediment per ¼" of Depth	1	0.25	Inch	\$ -	\$ -
8	Make Minor Coating Repairs (1 square foot patch area)	20	-	SF	\$ -	\$ -
<b>WATER PLANT</b>						
9	Inspection/Evaluation of Interior, Exterior, Equipment, and Foundation, including dive inspection and video/photo survey of reservoir interior	1	-	EA	\$ -	\$ -
10	Clean Reservoir Bottom (Floor) of ¼ to ½ inch of sediment	1	0.5	Inch	\$ -	\$ -
11	Clean Reservoir Bottom of Additional Sediment per ¼" of Depth	1	0.25	Inch	\$ -	\$ -
12	Make Minor Coating Repairs (1 square foot patch area)	20	-	SF	\$ -	\$ -

Return Quotation to:

City of Imperial

Via:

1. Mail: 420 South Imperial Avenue, Imperial, CA 92251, Attention Debra Jackson, City Clerk
2. Delivery Service: City of Imperial, Debra Jackson, City Clerk, 420 South Imperial Avenue, Imperial, CA 92251
3. In person: 420 South Imperial Avenue, Imperial, CA

\*Quotations due no later than 3:00 pm on November 12, 2015

FOB POINT:

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

PAYMENT TERMS:

Net 30 days (or as determined by special arrangement)

**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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**Facsimile No:**

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**Email Address:**

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**Quotation Submitted By:**

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**Signature of Authorized Representative:**

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**ATTACHMENT "D"**  
**SECTION 09911**  
**IN-SERVICE CLEANING AND INSPECTION OF**  
**POTABLE WATER STORAGE RESERVOIRS**  
**USING COMMERCIAL DIVERS**  
**PART 1 -- GENERAL**

1.01.1 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 City of Imperial (City) 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 three (3) 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 City of Imperial 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 cleaning and inspection services shall be performed while the reservoirs are in service without causing disruption to the City's well pumping and booster facilities and the City's transmission facilities. Specifically, the City 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. 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.

## 1.02 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

### **1.03 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

#### **1.03A NSFG1**

- All components used to repair and disinfection that come in contact with water shall be NSFG1 section 64591 of Title 22 approved

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

#### 1.04 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

#### 1.05 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 at no additional charge

#### 1.06 SUBMITTALS

The Vendor shall provide the following minimum project submittals:

A. Project schedule which shall include the following minimum project comments: project Start date, sediment removal, reservoir inspection, report preparation, repair procedures, and project completion must be completed and reports submitted to the City.

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**

### **3.01 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 City related to the project site(s).

### **3.02 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 City

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/ASTMD6 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

### **3.03 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

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".

### **3.04 REPORT**

The report shall be prepared in conjunction and approved 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
- 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 diver’s 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

Reservoir Inspections 723185

Reservoir Inspection-Attachment\_D\_Specification Section09911

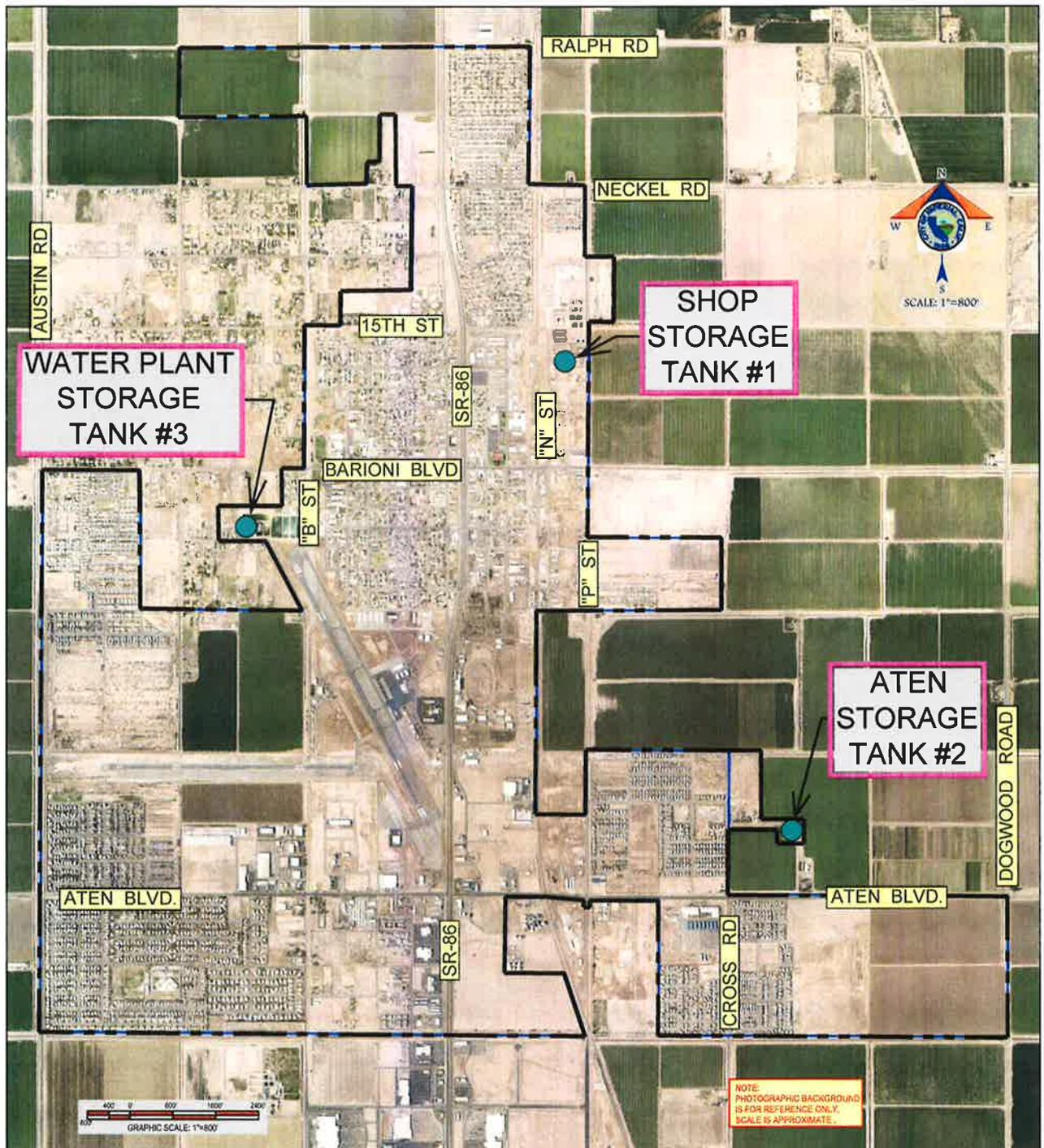
- G. Fully narrated color digital video of the internal and external inspection.

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.

- H. The report shall be completed and delivered to the city by December 17, 2015.

**APPENDIX 1**

**MAP**



420 South Imperial Avenue  
 Imperial, CA 92251  
 Ph: (760) 355-3840 • Fax: (760)355-4718

PLANNING & DEVELOPMENT DEPARTMENT  
 THREE (3) EXISTING  
 ABOVE-GRADE  
 WATER STORAGE TANKS  
 DATE: 10/26/2015

SHEET  
**1**  
 OF **1** SHEETS

**ATTACHEMENT "E"**  
**CITY OF IMPERIAL**  
**RESERVOIR CLEANING, INSPECTION, AND MINOR REPAIR**  
**CONTRACT FOR PUBLIC WORK**

**1. Parties and Date**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Imperial ("City"), 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, the City 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 **Dec 1, 2015**

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

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 the City 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 City and City'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:

3.11.1 Commercial General Liability Insurance - Commercial General Liability Insurance shall be provided on an occurrence form or equivalent. Claims made or modified occurrence forms will not be accepted. Total limits for all coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The aggregate amount shall apply per location. The City and its employees and agents shall be added as additional insured using the Industry Standard form. Coverage shall apply on a primary non-contributing basis in relation to any other

insurance or self-insurance, primary or excess, available to the City or any employee or agent of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.11.2 Workers' Compensation/Employers' Liability - Workers' Compensation/Employers' Liability coverage shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. This policy shall waive any right of subrogation with respect to the City, its employees or agents.

3.11.3 Additional Insurance Provisions - Contractor and the City further agree as follows:

3.11.3.1 This Section supersedes all other sections and provisions of this Contract to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

3.11.3.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

3.11.3.3 The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Contract and shall be interpreted as such.

3.11.3.4 All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage.

3.11.3.5 Requirements of specific minimum coverage features or limits contained in this Section are not intended as a constraint on coverage, or other requirements, or a waiver of any coverage. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3.11.3.6 For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps in furtherance of performance of this Contract.

- 3.11.3.7 Unless otherwise approved by the City, Contractor's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A-VII." Self-insurance will not comply with these insurance specifications.
- 3.11.3.8 In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor.
- 3.11.3.9 Contractor agrees to provide evidence of the insurance required herein, satisfactory to the City, consisting of certificate(s) of insurance evidencing all of the coverage required and additional insured endorsement to Contractor's liability policies. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete certified copies of policies to the City upon request.
- 3.11.3.10 Contractor shall provide the City with proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished prior to the expiration of the coverage.
- 3.11.3.11 Any failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of the City or any additional insured, in this or any other regard.
- 3.11.3.12 Contractor shall require all subcontractors or other parties hired for this project to provide general liability insurance with coverage identical to that required for Contractor naming the City, its employees and agents as additional insured where applicable. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.

Contractor shall require that no contract used by any subcontractor, or other contracts Contractor enters into on behalf of the City, will reserve the right to charge back to the City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others

with whom Contractor contracts with on behalf of the City, will be submitted to City for review. Failure of the City to request copies of such agreements will not impose any liability on the City, or its employees.

3.11.3.13 If Contractor is a limited liability company, general liability coverage must be amended so that the limited liability company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insured.

3.11.3.14 Contractor agrees to provide immediate notice to the City of any claim or loss against Contractor that includes the City as a defendant. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any claim likely to involve the City.

3.11.3.15 In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims suits, damages, defense obligations and liability of any kind attributed to the City or its employees as a result of such failure.

3.11.3.16 Coverage will not be limited to the specific location designated as the address of the project.

3.12 Bonds - Contractor shall furnish the following surety bond with surety acceptable to City.

5.3.1 If the successful bid is in excess of \$25,000, the successful bidder shall be required to post a payment bond in the amount of the bid in accordance with California Civil Code Section §3247. This bond shall give labor and material suppliers direct right of action against the surety. Contractor shall furnish the Payment bond on a form acceptable by the City.

3.13 Sureties

3.13.1 Should any surety upon any bond furnished in connection with this Contract become unacceptable to the City, or should any such surety fail to furnish reports as to its financial condition as may be requested by the City at any time while the bond is in force, Contractor shall promptly furnish such additional surety or alternate bond at Contractor's expense as may be required by the City to protect the interests of the City or of persons supplying labor or material in the performance of this Contract.

3.13.2 Contractor shall keep the sureties informed as to all material matters or changes affecting the project and this Contract.

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

3.14 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 the City. 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.

3.15 Contractor shall indemnify and hold harmless to the City, 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.

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

3.17 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.

3.18 As required by Public Contract Code Section 7104, Contractor shall promptly, and prior to disturbance of conditions, notify City 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 City; and (c) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City 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. City's Responsibilities**

4.1 As consideration for performance of the work required herein, City 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 City.

4.2 Contractor shall submit progress payment invoices to the City at the end of each calendar month during the term of the Contract. All progress payment invoices shall be subject to approval by the City prior to payment by the City. Such progress payment invoices shall be made in accordance with Section 20104.50 of the California Public Contract Code, requiring City to make a determination of suitability of the payment request within seven (7) days of receipt of such request and further requiring the City 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 the City in writing and shall furnish all labor and material releases required by Section 3.3 of this Contract. The City shall thereupon inspect the work and, if acceptable, shall pay to Contractor the contract price, less any amount which City 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 the City, 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 the City. The City will allow Contractor to substitute qualified securities, deposited with the City 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. The City will provide this form to the Contractor upon request.

4.4 To the extent required by Section 4215 of the Government Code, City 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 the City 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 City. Contractor shall have full supervision over all workers on the job, including equipment, drivers, and operators, and neither City nor any of City'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 the City, the matter shall be referred to City'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 the City. If contractor attempts an assignment of this Contract or any right or interest herein, the City 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 \$500.00 per calendar day for each day of unauthorized delay in completing performance.

### **8. Termination**

This Contract may be terminated by the City at any time by giving Contractor seven (7) days advance written notice. In the event of termination by the City for any reason other than the fault

of the Contractor, City shall pay Contractor for all work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset

City'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:

**CITY**

City of Imperial  
420 South Imperial Avenue  
Imperial, CA 92251

**Contractor**

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**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:** \_\_\_\_\_  
Secretary

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

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

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

**CITY OF IMPERIAL**

By: \_\_\_\_\_  
Marlene Best, City Manager

ATTEST:  
  
\_\_\_\_\_  
Debra Jackson, City Clerk