

CITY OF COACHELLA UTILITIES DEPARTMENT

NOTICE OF INVITING BIDS (NIB)

MAINTENANCE SERVICES FOR: CITY WATER RESEVOIR TANKS

DUE: APRIL 17, 2014 3 P.M.

<u>Utilities Department</u>

53-462 Enterprise Way Coachella, California 92236 Phone (760) 501-8100 *Fax (760) 398-1630 *www.coachella.org

CITY OF COACHELLA NOTICE OF INVITING BIDS

MAINTENANCE SERVICES FOR: CITY WATER RESERVOIR TANKS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Coachella - Utilities Department will receive bids for the above stated project and will receive such proposals in the Utilities Department up to the hour of 3:00 PM, on the 17th day of April, 2014.

Bids must be prepared using the attached forms and "EXHIBITS". Bidder may include separate sheets as needed and separate spreadsheets for items not listed on "EXHIBIT A".

Should a Bidder require clarification on this (NIB), the Bidder shall notify the City in writing. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this (NIB) and will be posted on the City of Coachella website http://www.coachella.org/bids.asp.

Clarifications and comments shall be put in writing and must be received by the City no later than **April 10**th, **2014 at 5:00 PM**. The City will accept request for clarifications, questions and comments in the following manner, via email to rperez@coachella.org or via a delivered envelope clearly addressed as follows:

City of Coachella Utilities Department 53-462 Enterprise Way Coachella, CA 92236 Attn: Richard Pérez "Not an Offer"

The City is not responsible for failure to respond to a request that has not been labeled as such. **Inquiries received after 5 PM on April 10**th, **2014 will not be accepted.**

Bids must be submitted in sealed opaque envelope that clearly identifies the proposer and the project. Bids must be received on time and at the place set forth below. **Late bids shall be rejected and unopened without exception. Postmarks are not accepted.** Sealed bids may be hand delivered or received by mail prior to <u>3:00 PM, on the 17th day of April, 2014</u> to the following address:

City of Coachella Utilities Department 53-462 Enterprise Way Coachella, CA 92236

Envelopes shall be marked,

RESPONSE TO NOTICE OF INVITING BIDS WATER RESERVOIR TANK MAINTENANCE – COACHELLA WATER AUTHORITY DO NOT OPEN WITH REGULAR MAIL

An original and three (3) copies of the "RESPONSE TO NOTICE OF INVITING BIDS" shall be submitted for consideration. Response shall contain completed forms included in the (BID): *Scope of Services; Contractor Information; Contractor Licenses/Certifications, Proof of Insurance, Key Personnel and Certifications of Proposed Onsite Crew, List of References, Contractor Bid (Exhibit A), Proposal Affirmation.*

Bids shall be evaluated by the Utilities Department with a recommendation to contract with the bidder (service provider) that meets the following City requirements:

- Bidder submits a complete response to NOTICE OF INVITING BIDS
- Bidder is certified in commercial diving
- Bidder is certified and meets all applicable OSHA, AWWA Standards for confined spaces
- Bidder adheres to AWWA D101- 53 standards for inspecting and repairing water tanks
- All dive maintenance technicians and associated In-Tank equipment are fully disinfected according to AWWA standards C652-02 before entering potable water
- All repair, sealing and coating materials meet NSF 60 & 61 standards

Attached in this (NIB) is copy of the standardized contract service agreement.

Attached in this (NIB) are the inspection reports for all three reservoir water tanks. Narrated full color DVDs of the inspections performed on the interior of the tanks by means of a remotely operated vehicle can be obtained by contacting Mr. Richard Pérez, Water Superintendent via email rperez@coachella.org or office number (760) 578-7242.

If you have any questions relating to specifications, please contact Richard Perez, Water Superintendent at (760) 578-7242.

Mr. Richard Pérez, Water Superintendent

SCOPE OF SERVICES

RESERVOIRS TO REMAIN OPERATIONAL DURING ALL MAINTENANCE AND REPAIRS

The contractor shall be required to perform and provide the following services as per the specifications of this Request for Bids and submit pictures and/or video documenting the services performed.

SCOPE OF WORK

1. 1.5 MG Dillon Road Reservoir Tank

\$(Total)

All Bidders must include a current copy of the bidder's general liability insurance, licenses and certifications required to perform the services requested. Also, provide names, applicable licenses and certifications of the personnel which the bidder will assign to perform the services requested.

a. Epoxy repairs for interior rust nodules particularly in section 1 of wall 12"-18" from floor. \$(Total) \$(Material) \$(Man Hour) **b.** Clean sediment from tank floor. As per inspection report the tank floor is covered with 1/8" – 1/4" of sediment. \$(Cu.Yd) \$(Total) \$(Man Hour) 2. 3.6 MG Mecca Reservoir Tank a. Remove interior ladder safety climb cable and brackets. Cable is broken and corroding on ladder and tank floor. \$(Total) \$(Man Hour) **b.** Clean sediment and debris from tank floor. As per the inspection report the tank floor is covered with 1/8" – 1/4" of sediment. \$(Total) \$(Cu.Yd) \$(Man Hour) 3. 5.4 MG Well 18 Tank Reservoir **a.** Epoxy repairs for interior rust nodules particularly on floor and wall/floor weld joints. \$(Material) \$(Man Hour) **b.** Clean sediment from tank floor. As per the inspection report the tank floor is covered with 1/8" – 1/4" of sediment. \$(Cu.Yd) \$(Man Hour) **c.** Reattach interior water level float guide wire. \$(Total) \$(Man Hour) d. Repaint the roof area around the center roof vent. Paint has peeled excessively due to water condensation from ventilation.

\$(Man Hour)

\$(Material)

CONTRACTOR INFORMATION

- 1. COMPANY NAME:
- 2. COMPANY ADDRESS:
- 3. COMPNAY PHONE NUMBER:
- 4. EXPERIENCE/NUMBER OF YEARS PROVIDING SERVICES:
- 5. LIST OF SUBCONTRACTORS IF APPLICABLE:

CONTRACTOR LICENSES/CERTIFICATIONS

PROOF OF INSURANCE

KEY PERSONNEL AND CERTIFICATIONS OF PROPOSED ONSITE CREW

LIST OF REFERENCES

(LIST WITH BRIEF SUMMARY/S OF SIMILAR SERVICES PROVIDED TO OTHER PUBLIC AGENCIES)

COMPANY NAME:

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove, I affirm that:

with this proposal may result in the term. Coachella and	nent willfully or fraudulently made in connection ination of any contract between the City of, and as a further result, the aforesaid future City contracts as well as be subject to
g ,	
FOR BID TO BE VALID, THIS SHEET MUST BE S	IGNED
SIGNATURE(S)	
PRINTED NAME(S)	
TITLE(S)	

DATE:

CITY OF COACHELLA

MAINTENANCE FOR: CITY WATER RESERVOIR TANKS

1. Parties and Date.

This Agreement is made and entered into this [__INSERT DAY__] day of [__INSERT MONTH__], [__INSERT YEAR__] by and between the City of Coachella, a municipal corporation of the State of California, located at 1515 Sixth Street, Coachella, California 92236 (hereinafter referred to as the "City") and [__INSERT NAME__], a [__[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]__] with its principal place of business at [__INSERT ADDRESS__] (hereinafter referred to as the "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. **RECITALS.**

2.1 **Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain sediment removal procedures, epoxy repairs, paint repairs, removal of an interior ladder safety climb cable and brackets, reattachment of an interior water level float guide wire required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing sediment removal, epoxy repairs, paint repairs, removal of an interior ladder safety climb cable and brackets, reattachment of an interior water level float guide wire services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 **Project.**

City desires to engage Contractor to render such MAINTENANCE SERVICES FOR CITY WATER RESERVOIR TANKS ("Project") as set forth in this Agreement.

2.3 **Bid Submission.**

Contractor, in response to a Notice to Contractors issued by the City on [__INSERT DATE__], submitted a proposal for work necessary to complete the Project as more fully described in the Notice to Contractors and incorporated herein by reference.

2.4 **Bid opening; award.**

The City opened and considered proposals, and awarded the contract to Contractor in accordance with the Notice to Contractors and provided written notice to Contractor of award on [__INSERT DATE__].

3. Terms.

3.1 **Scope of Services and Term.**

3.1.1 <u>General Scope of Services</u>. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, incidental and customary work necessary to fully and adequately supply the professional **sediment removal**, **epoxy repairs**, **paint repairs**, **removal of an interior ladder safety climb cable and brackets**, **reattachment of an interior water level float guide wire services** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

<u>Term.</u> The term of this Agreement shall be from <u>TBD 2014 to TBD, 2016</u>, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than three (3) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.1.2 <u>Incorporation of Bid Documents</u>.

This Agreement includes and hereby incorporates by reference herein the bid documents submitted to prospective bidders of the Project including all exhibits, drawings, specifications and documents therein including attachments and addenda thereto. The documents include:

- a. [INSERT NAME OF DOCUMENT]
- b. [INSERT NAME OF DOCUMENT]

3.2 **Responsibilities of Contractor.**

3.2.1 <u>Control and Payment of Subordinates; Independent Contractor</u>. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Contractor shall have a City of Coachella Business License and provide evidence of the same to the City's Representative.

- 3.2.2 <u>Schedule of Services</u>. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Contractor shall be subject to the approval of City.
- 3.2.4 <u>City's Representative</u>. The City hereby designates the Utilities General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.2.5 <u>Contractor's Representative</u>. Contractor hereby designates [__INSERT NAME OR TITLE__], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.6 <u>Coordination of Services</u>. Contractor agrees to work closely with District staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.
- 3.2.7 <u>Standard of Care; Performance of Employees</u>. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and

subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Coachella Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

- 3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Fifty Dollars \$50 per day for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.
- 3.2.8 <u>Laws and Regulations</u>. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 <u>Time for Compliance</u>. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence

satisfactory to the City that the subcontractor has secured all insurance required under this section.

- 3.2.9.2 <u>Minimum Requirements</u>. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- (A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (B) <u>Minimum Limits of Insurance</u>. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
- 3.2.9.3 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:
- (A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its city council, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its city council, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.
- (B) <u>Automobile Liability</u>. The automobile liability policy shall be endorsed to state that: (1) the City, its city council, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the

Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its city council, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its city council, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

- (C) <u>Workers' Compensation and Employer's Liability Coverage</u>. The insurer shall agree to waive all rights of subrogation against the City, its city council, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its city council, officials, officers, employees, agents, and volunteers.
- 3.2.9.4 <u>Separation of Insureds; No Special Limitations</u>. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its city council, officials, officers, employees, agents, and volunteers.
- 3.2.9.5 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its city council, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- 3.2.9.6 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.
- 3.2.9.7 <u>Verification of Coverage</u>. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 3.2.9.8 <u>Reporting of Claims</u>. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.
- 3.2.10 <u>Safety</u>. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 **Fees and Payments.**

- 3.3.1 <u>Compensation</u>. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__]) without written approval of City's Utilities General Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 <u>Payment of Compensation</u>. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
- 3.3.3 <u>Reimbursement for Expenses</u>. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- 3.3.4 <u>Extra Work</u>. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.
- 3.3.5 <u>Prevailing Wages</u>. Contractor is aware of the requirements of California Labor Code Section 1720, <u>et seq.</u>, and 1770, <u>et seq.</u>, as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"

projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 <u>Eight-Hour Law</u>. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day with City approval. Contractor shall forfeit to City as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-Contractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code.

3.4 **Accounting Records.**

3.4.1 <u>Maintenance and Inspection</u>. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 **General Provisions.**

3.5.1 Termination of Agreement.

- 3.5.1.1 <u>Grounds for Termination</u>. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.
- 3.5.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be

required to provide such document and other information within fifteen (15) days of the request.

- 3.5.1.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- 3.5.2 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

[__INSERT NAME, ADDRESS & CONTACT PERSON__]

DISTRICT:

City of Coachella

Utilities Department

53462 Enterprise Way

Coachella, CA 92236

Attn: Utilities General Manager, Utilities Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 3.5.3 <u>Employment of Apprentices</u>. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.
 - 3.5.3.1 If California Labor Code Section 1777.5 applies to the Services, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Contractor or any sub-Contractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any sub-Contractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

- 3.5.3.2 The Parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Contractor.
- 3.5.4 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.5.5 <u>Attorney's Fees</u>. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 3.5.6 <u>Indemnification</u>. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims. demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its city council, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its city council, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its city council, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its city council, officials officers, employees, agents, or volunteers.
- 3.5.7 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5.9 $\,$ Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 <u>City's Right to Employ Other Contractors</u>. City reserves right to employ other contractors in connection with this Project.
- 3.5.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the Parties.

- 3.5.12 <u>Assignment or Transfer</u>. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 3.5.14 <u>Amendment; Modification</u>. This Agreement may be amended pursuant to a writing signed by both Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.5.16 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.17 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.18 <u>Prohibited Interests</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
- 3.5.19 <u>Equal Opportunity Employment</u>. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

- 3.5.20 <u>Labor Certification</u>. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 3.5.21 <u>Authority to Enter Agreement.</u> Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.22 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.23 <u>Suspension of Services</u>. Notwithstanding any other provision of this Agreement to the contrary, the Services performed by the Contractor may be suspended by the City, in whole or in part, from time to time, when determined by the City in writing, in its sole discretion, that suspension is necessary and in the interest of the City. The Contractor shall comply immediately with any written order by the City suspending the Services. The Services shall be suspended until receipt by the Contractor of a written commencement order from the City. Further, and notwithstanding any other provision of this Agreement to the contrary, any such suspension shall not relieve the Contractor of any of its obligations under this Agreement. Further, and notwithstanding any other provision of this Agreement to the contrary, any such suspension shall be without any liability to the Contractor on the part of the City, and the Contractor shall not be entitled to any additional compensation as a result of such suspension.

3.6 **Subcontracting.**

3.6.1 <u>Prior Approval Required</u>. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE

CITY OF COACHELLA

MAINTENANCE SERVICES FOR: CITY WATER RESERVOIR TANKS

SERVICES AGREEMENT

City of Coachella	[INSERT CONTRACTOR'S NAME]				
By: David R. Garcia City Manager	By: [INSERT NAME] [INSERT TITLE]				
Approved as to form:	Attest: 1				
Carlos Campos Legal Counsel	By: Beatrice Barajas City Clerk				
By: Kirk Cloyd Utilities General Manager					

Attestation of Contractor's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Contractor's business entity.

EXHIBIT "A"

SCOPE OF SERVICES

SEDIMENT REMOVAL MAINTENANCE, EPOXY REPAIRS, PAINT REPAIRS, REMOVAL OF AN INTERIOR LADDER SAFETY CLIMB AND BRACKETS, REATTACHMENT OF AN INTERIOR WATER LEVEL GUIDE WIRE

RESERVOIRS TO REMAIN OPERATIONAL DURING ALL MAINTENANCE AND REPAIRS

The contractor shall be required to perform and provide the following services as per the specifications of this Request for Bids and submit pictures and/or video documenting the services performed.

1.5 MG Dillon Road Reservoir Tank

- **a.** Epoxy repairs for interior rust nodules particularly in section 1 of wall 12"-18" from floor.
- **b.** Clean sediment from tank floor. As per inspection report the tank floor is covered with 1/8" 1/4" of sediment.

3.6 MG Mecca Reservoir Tank

- **a.** Remove interior ladder safety climb cable and brackets. Cable is broken and corroding on ladder and tank floor.
- **b.** Clean sediment and debris from tank floor. As per the inspection report the tank floor is covered with 1/8" 1/4" of sediment.

5.4 MG Well 18 Tank Reservoir

- **a.** Epoxy repairs for interior rust nodules particularly on floor and wall/floor weld joints.
- **b.** Clean sediment from tank floor. As per the inspection report the tank floor is covered with 1/8" 1/4" of sediment.
- **c.** Reattach interior water level float guide wire.
- **d.** Repaint the roof area around the center roof vent. Paint has peeled excessively due to water condensation from ventilation.

EXHIBIT A

Reservoir	<u>Capacity</u> (Gallons)	Dimensions (D' x H')	<u>Туре</u>	Surface Area (Sq.Ft)	Cubic Yd of Sediment up to 1/2" Deep	Price for Cleaning Sediment	Price for Epoxy Repairs Noted in Reports (\$/Hr + \$/Gal Epoxy)
No. 1	1,522,000	90 x 32	On-Grade Steel	6,359	10	\$	\$
No. 2	3,620,000	154 x 26	On-Grade Steel	18,617	30	\$	N/A
No. 3	5,397,000	175 x 32	On-Grade Steel	24,041	40	\$	\$
No. 4 3.6 MG Reservoir Tank - Removal of interior ladder safety climb cable and brackets. No. 5 5.4 MG Reservoir Tank - Reattachment of interior water level float guide wire. No. 6 5.4 MG Reservoir Tank - Painting of the roof area around the center roof vent.						\$/Hr \$/Hr \$/Hr Lump St	um (No.1-6)
	Additional Work if Needed						
1. Removal of additional sediment charge (based on a cubic yard price) for everything over the original depth specified above.				\$/Cu.Yd			
2. Additional epoxy repairs for everything over what is specified in the inspection reports. (Include			\$/Hour				
hourly rate and cost of material).			\$/Gal Epoxy				

EXHIBIT "B"

SCHEDULE OF SERVICES

The contractor shall schedule the services and coordinate closely with the Water Superintendent to minimize the impact to daily system operations. Contractor shall use the following attached inspection reports to schedule work in the most suitable manner and have the approval of the Water Superintendent.

The City of Coachella, CA March 5, 2013

ROV INSPECTION REPORT 1.5 MG Dillon Road Reservoir 03.05.2013

1,521,971 GALLON ON-GRADE WELDED STEEL RESERVOIR



Summary of Contents:

Written Report with Recommendations DVD of Underwater Inspection Photo CD



Executive Report Summary

Sec. A-1.1 Coating Condition

Exterior Paint

The exterior paint on course 1-4 was found to be in excellent condition with the exception of a few minor scratches (picture #11). The roof paint was in excellent condition.

Interior Walls

Interior tank walls are in excellent condition except 12"-18" from floor a few rust nodules have developed (picture #30, 31, 32). Epoxy repair can easily prevent these nodules from further tank corrosion.

Interior Columns

Columns and column coating was in excellent condition.

Interior Ceiling Paint

The ceiling coating is in good condition. Some light condensation and staining was present.

Tank Floor

The tank floor was covered with 1/8" to 1/4" of sediment (loose silt and sand). The sediment needs to be cleaned before a floor inspection is complete (pictures #32, 33).

Sec. A-1.2 Pitting

There was no visible currently exposed pitting observed on the interior walls and floor during the inspection.

Sec. A-1.3 General Tank Condition

Tank Security and Exterior Vandalism

The site has a protective fence, ladder gate and lock, and access hatch lock. No evidence of

vandalism was observed Contamination Sources

The tank roof vent screen was present and in good condition. The tank roof penetrations were all covered. Site was clear of standing water and any observable sources of contamination.

Cathodic Protection

None

Water Condition

There were no particulates in the water. Water visibility was good.

Interior Plumbing

The overflow was in good condition, with minor rust in center section.

Inlet, Outlet and Silt Trap

There was one combined floor inlet/outlet with no silt trap. This does not comply with California Administrative Code 22 §64585 (4) Equipped with at least one separate inlet and outlet, designed to minimize short-circuiting and stagnation of the water flow through the reservoir. AND AWWA D-100-11§7.2.1 Silt Trap...the connecting pipe shall extend above the floor at least 4".

Sampling Tap(s)

No sampling tap(s) were observed on inspection. This may not comply with California Administrative Code 22 §64585 (3)At least one sampling tap shall be available to enable representative sampling of the water...

Sec. A-1.4 Repair Work Performed

No repairs were provided at time of ROV inspection.

Sec. A-1.5 Recommendations

- 1. The interior rust nodules need epoxy painting repairs done immediately to prevent further corrosion.
- 2. Clean tank sediment from floor. Chlorine disinfection in only effective to depths less than 1/4".
- 3. Re-check reservoir ventilation engineering. The vent may be undersized for the flow capacity of this reservoir (see pg.14). Also check for compliance with inlet/outlet, Silt Trap, and Sample Port codes and standards
- 4. Tank cleaning is recommended every 3 to 5 years.



1. Protective Fence (Typical)



2. Foundation



3. Foundation



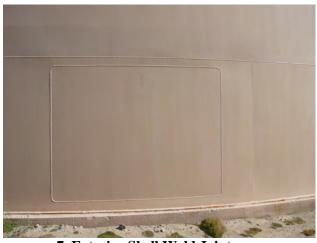
4. Ladder Security



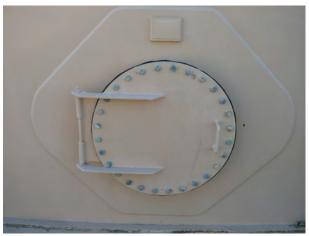
5. Ladder Cage



6. Exterior Shell/Water Level



7. Exterior Shell Weld Joints



8. Shell Manway #1



9. Shell Manway #2



10. Site Grade/Gate

March 5, 2013 INSPECTION REPORT



11. Shell Paint Scratch



14. Roof Center Vent



12. Roof Access Hatch



15. Paint Staining Around Center Vent



13. Roof Safety Rail



16. Roof Vent Screen



17. Interior Ladder Safety Climb



20. Shell Manway #1



18. Interior Ladder Attachment (Attachment Joint Rust)



21. Shell Manway #2



19. Inlet/Outlet



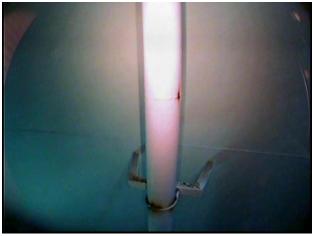
22. Shell Manway #2 Gasket



23. Overflow Pipe Base



26. Center Column Base



24. Overflow Pipe Rust Nodules



27. Column (Typical)



25. Interior Overflow Pipe @ Water Level



28. Ceiling



29. Ceiling



32. Wall Rust Nodule



30. Wall Section 1 Rust Nodule



33. Floor Sediment



31. Wall Rust Nodule(s)



34. Water Level Float/Wire

INSPECTION REPORT

1,521,971 Gallon On-Grade Welded Steel Water Tank

Dimensions: 90'D x 32'H Inspection Date: 03-05-2013

Section A-2: General

An inspection of the on-grade steel water tank know as Dillon Rd. Reservoir, located in *Coachella California*, was conducted by Advanced Diving Services Inc. on March 5th, 2013 according to proposal #JN-13-108.

The inspection was conducted by certified personnel with the assistance of an underwater remotely operated vehicle (*ROV*). A mobile robot designed for aquatic work environments. A DVD is included with this report to provide video documentation of the ROV assisted inspection.

Sec. A-2.1 Scope

Every steel water storage tank, standpipe, or reservoir should be carefully inspected prior to repair and/or repainting and at any time when leakage or some other apparent deterioration is observed. In any event, all water tanks should be thoroughly inspected at intervals of not more than five years (*American Water Works Association*, M42 1998, p 132).

Sec. A-2.2 Inspection Service

Advanced Diving Services Incorporated (ADS) began commercially inspecting water storage tanks in April, 2000. ADS is certified in Commercial Diving, Offshore Safety & Survival, Red Cross CPR and First Aid, Hazardous Materials Incident, Response Operations, YMCA Advanced Scuba, Liquid Penetrant - Levels I & II, Magnetic Particle - Levels I & II, Ultrasonic - Levels I & II, Rope Access Technician - Level I, Chevron Riggers

Endorsement and Nuclear Quality Assurance. ADS adhere to American Water Works Association standards for inspecting and repairing water tanks, AWWA D101-53. All Dive Maintenance Technicians and associated in-tank equipment are fully disinfected according to AWWA Standard C652-92 before entering potable water. All ADS operations pertaining to Diving and Confined Space, conducted on your system are in compliance with all applicable OSHA, AWWA, and ADCI standards, procedures, and regulations (including 1910.401 thru 1910.441). All inspection personnel are fully qualified commercial dive maintenance technicians certified in ASNT Non-Destructive testing. All of our repair, sealing and coating materials meet or exceed NSF 60 & 61 standards.

Sec. A-2.3 Responsibility

Advanced Diving Services (ADS), is fully licensed and insured to provide commercial diving services. ADS carries property damage and liability insurance with a combined single limit per occurrence of \$1,000,000, aggregate \$2,000,000. ADS reasonably protects the tank/reservoir owner/agent against claims arising out of the inspection or cleaning work we provide.

Sec. A-2.4 Draining of Tank

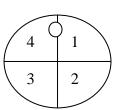
During inspection and or cleaning, reservoir water levels must be kept at or near full capacity unless noted otherwise. On the date of inspection water level was near full capacity.

Sec. A-2.5 Work Included

ROV Inspections include field examination of the tank exterior and a full color video report of the tank interior conducted by certified remote operation vehicle personnel. Inspection work does not include repairs, except that, if vent screens, cotter pins or nut pins are found to be missing, they may be replaced at once, or reported promptly to the tank/reservoir owner/agent for replacement. On the day of inspection ADS found no immediately reportable repairs.

Section A-3: Detailed Report of Inspection

Tank Quadrants: Access Hatch O = Origin Q1 12:00-3:00 Q2 3:00-6:00 Q3 6:0009:00 Q4 9:00-12:00



INSPECTION AND RESERVOIR DATA

Customer Name: The City of Coachella, CA Reservoir Name: Dillon Road Contact Person: Coachella, CA Richard Perez Location: Contact Phone: 760-578-7242 Type: On-Grade Job Number: Proposal JN-13-108 Material: Welded Steel Inspection Date: 3/5/2013 Capacity: 1,521,971 gal

Dive Supervisor:James NilssonDiameter:90Diver:ROVHeight:32Tender:ROVFloor Cubic Yards:20

Last Inspection: n/a Built By:

Last Cleaned By: no record found Built Date: 1971
Inflow Capacity 600 gal/min R.P. estimate Courses 4

Outflow Capacity gravity flow

TANK EXTERIOR

Key: N/A- Not Applicable, **Excellent (EX)-** like new condition, no repairs needed. **Good-** Cosmetic problems only, repair if wanted. **Fair-** Minor problems, repairs needed, not immediate. **Poor-** major problems, structural or like, immediate repairs needed.

Reservoir Exterior	Condition				Pictures	Comments	
Component	NA	Ex	Good	Fair	Poor	#'s	
Site Security							
Protective Fence		Х				1	7' protective chain link fence
Out Building(s)	Χ						None
Exterior Ladder		Χ				4	
Ladder Lock/Gate		Х				4	Cage ladder with gate lock
Ladder Safety Climb		Х				5	
Site Condition							
Surface Water (Grade)			Χ			10	
Landslide Risk		Х					
100'+ to Waste Facility		Х					
50'+ to Sanitary Sewer		Χ					
Standing Surface Water		Х					
Foundation		Χ				2,3	Concrete
Vandalism		Χ					
Sidewall		Х					
Roof		Х					
Site		Х					

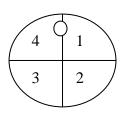
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TANK EXTERIOR (Continued)

Key: N/A- Not Applicable, **Excellent (EX)-** like new condition, no repairs needed. **Good-** Cosmetic problems only, repair if wanted. **Fair-** Minor problems, repairs needed, not immediate. **Poor-** major problems, structural or like, immediate repairs needed.

Reservoir Exterior	T	Condition					Comments
Component	NA	Ex	Good		Poor	Pictures #'s	
Indication(s) Leakage		Х					None observed
Pipes & Penetrations		Х					
Weld joints		Х					
Foundation		Х					
Reservoir Ext. Shell						6,7	
Corrosion Protection		Х				11	minor scratches
Condition Course 1		Х					
Condition Course 2		Х					
Condition Course 3		Х					
Manway Access #1		Х				8	
Manway Access #2		Х				9	
Overflow Pipe	Х						Below grade
Overflow Screen	Х						
Overflow Drainage	Χ						
Sampling Tap(s)	Χ						Where? None observed
Balcony/Roof Edge							
Saftey Rail		Х				13	
Balcony Floor	Χ						
Exterior Roof							
Corrosion Protection		Х				15	light staining near roof vent
Roof Slope (est. 2/12)		Χ					
Vent(s) 1-20" ø center		Х				14,15	
Vent Screen(s)		Х				16	
Side Vents	Χ						none
Antenna(s) (1)	Χ						
Access Hatch/curb #1		Х				12	
Hatch Gasket #1					Χ		No gasket on hatch interior
Access Hatch/curb #2	Х						center vent meets AWWA standard 100-11
Hatch Gasket #2	Χ						(7.43.2) for 2nd roof opening
Other	Х						
Freezing Protection	Х						
Water Level Controls		Х				6	
Ext. Paint Condition		Х				11	minor scratches
Overall Ext. Condition		Χ					

Tank Quadrants: Access Hatch O = Origin Q1 12:00-3:00 Q2 3:00-6:00 Q3 6:0009:00 Q4 9:00-12:00



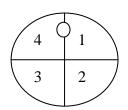
TANK INTERIOR

Key: N/A- Not Applicable, **Excellent (EX)**- like new condition, no repairs needed. **Good**- Cosmetic problems only, repair if wanted. **Fair**- Minor problems, repairs needed, not immediate. **Poor**- major problems, structural or like, immediate repairs needed.

	proble	21115, 51			, iiiiiiiec	nate repairs i	
Reservoir Interior		_	Condition			Pictures	Comments
Component	NA	Ex	Good	Fair	Poor	#'s	
Access Hatch (1)		Χ				12	
Access Hatch Gasket(1)					Х		No hatch gasket
Ladder		Х				17	
Safety Climb		Χ				17	
Plumbing							
Inlet					Х	19	CA Admin Code 22 (64585)(4)
Outlet					Х	19	requires separate inlet/outlet
Outlet Silt Trap					Х		None see AWWA D100-11 (7.2.1)
Overflow		Χ				23,24,25	ninor rust nodules on pipe
Columns							
Center Support Column		Χ				26,27	
Satellite Columns		Χ					
Manway Access (2)		Χ				20,21	
Manway Gaskets (2)		Χ				22	
Cathodic Protection							
Assembly	Х						
Float	Х						
Anodes	Х						
Sample Port (?)	Х						See CA Admin Code 22 (64585)(3)
Ceiling						28,29	little condensation, staining
Quadrant 1		Х					
Quadrant 2		Χ					
Quadrant 3		Χ					
Quadrant 4		Χ					
Floor						31,32,33	need cleaning for 100% inspection
Quadrant 1		Χ					
Quadrant 2		Х					
Quadrant 3		Χ				_	
Quadrant 4		Χ					

(Continued)

Tank Quadrants: Access Hatch O = Origin Q1 12:00-3:00 Q2 3:00-6:00 Q3 6:0009:00 Q4 9:00-12:00



TANK INTERIOR (continued)

Key: N/A- Not Applicable, **Excellent (EX)-** like new condition, no repairs needed. **Good-** Cosmetic problems only, repair if wanted. **Fair-** Minor problems, repairs needed, not immediate. **Poor-** major problems, stuctural or like,immediate repairs needed.

Reservoir Interior			Conditio	n		Pictures	Comments
Componet NA		EX Good Fair Poor		#'s			
Wall						30,31,32	
Quadrant 1		Х					
Course 1 (Lowest)			Х				occasional rust nodule
Course 2		Х					
Course 3-4		Х					
Quadrant 2							
Course 1 (Lowest)			Х				occasional rust nodule
Course 2		Х					
Course 3		Х					
Quadrant 3							
Course 1 (Lowest)			Х				occasional rust nodule
Course 2		Х					
Course 3-4		Χ					
Quadrant 4							
Course 1 (Lowest)			Х				occasional rust nodule
Course 2		Χ					
Course 3-4		Χ					
Sediment						31,32,33	
Quadrant 1				Χ			1/8 loose silt
Quadrant 2		Χ					1/8 loose silt
Quadrant 3		Х					1/8 loose silt
Quadrant 4		Х					1/8 loose silt
Water Condition		Х					
Particulates		Х					
Visability		Х					
Temperature	Х						
Overall Interior Condition	n	Х					cleaning & spot epoxy repair

OVERALL TANK CONDITION

EXTERIOR: EXCELLENT INTERIOR: EXCELLENT

RECOMMENDATIONS

Immediate

- 1. Epoxy repairs for interior rust nodules particularly in section 1 of wall 12"-18" from floor.
- 2. Clean sediment from tank floor. Chlorine disinfection is only effective at depths less than 1/4".
- 3. Recommend re-checking engineering for adequate reservoir ventilation. The roof center vent on this tank may be undersized for the inflow/outflow rate of this reservoir. Additional ventilation is also recommended to minimize condensation on the interior roof of the tank. Condensation contributes to premature coating failure and corrosion of the roof structure.

AWWA standard (D100-11 Sec 5.5): Tanks equipped with roofs shall have a vent above the top capacity level, which shall have a capacity to pass air so that the maximum flow rate of water, either entering or leaving the tank, excessive pressure will not be developed. The overflow pipe shall not be considered a tank vent.

Also Note:

- 1. There was one combined floor inlet/outlet with no silt trap. This does not comply with California Administrative Code 22 §64585 (4) Equipped with at least one separate inlet and outlet, designed to minimize short-circuiting and stagnation of the water flow through the reservoir. AND AWWA D-100-11§7.2.1 Silt Trap...the connecting pipe shall extend above the floor at least 4".
- **2.** No sampling tap(s) were observed on inspection. This may not comply with California Administrative Code 22 §64585 (3) At least one sampling tap shall be available to enable representative sampling of the water...

Near Future
None

Ongoing Maintenance

4. Clean and inspect tank every 3-5 years.

AWWA M42 (98) p.132: All water tanks should be thoroughly inspected at intervals of not more than five years.

All surface and underwater repairs and recommendations, except sandblasting, can be performed by Advanced Diving Services, Inc. with the reservoir remaining in service.

ADVANCED DIVING SERVICES, INC. ®

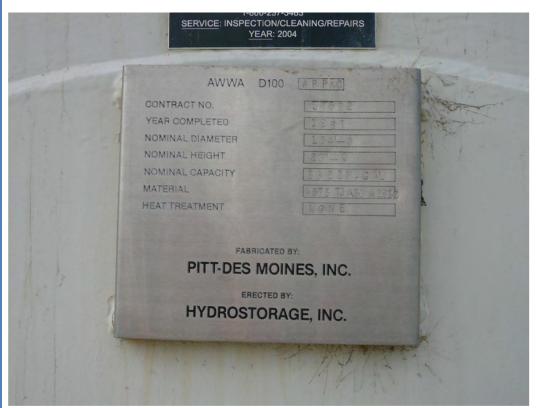


James M. Nilsson_____
Director

The City of Coachella, CA March 5, 2013

ROV INSPECTION REPORT 3.6MG Mecca Avenue Reservoir 03.05.2013

3,600,000 GALLON ON-GRADE WELDED STEEL RESERVOIR



Tank ID

Summary of Contents:

Written Report with Recommendations DVD of Underwater Inspection Photo CD



Executive Report Summary

Sec. A-1.1 Coating Condition

Exterior Paint

The exterior paint on course 1-3 was found to be in good condition. The roof paint was in good condition with a few spots of coating chips and puddling damage. There was one corrosion spot observed on the roof (picture #21). There was graffiti on the tank walls and roof. The mushroom roof vent coating is cracking and needs to be re-finished.

Interior Walls

Interior tank walls have extensive areas of coating failure with heavy corrosion. Overall the tank walls were in poor condition.

Interior Columns

Column coating was cracked, and corrosion present.

Interior Ceiling Paint

The ceiling coating is in good condition.

Tank Floor

The tank floor was covered with 1/8" to 1/4" of sediment (loose silt and sand). The sediment needs to be cleaned before a floor inspection is complete. Some rust nodules on the floor were observed (picture #35).

Sec. A-1.2 Pitting

There **was visible pitting** observed on the interior walls and floor during the inspection.

Sec. A-1.3 General Tank Condition

Tank Security and Exterior Vandalism
The site has a protective fence, ladder gate and lock, and access hatch lock. Despite these safety precautions some Graffiti is present, heaviest on the roof. One exterior light lens cover was broken.

Contamination Sources

The tank vent screens were present and in good condition. Gasket on roof access is in good condition. Site was clear of standing water and any observable sources of contamination.

Cathodic Protection

There was no cathodic protection present.

Water Condition

There were light particulates in the water. Water visibility was good. There was a light film on the surface of the water. The tank needs to periodically increase flow capacity to overflow, to remove the surface film.

Interior Plumbing

Some blistering was present on the internal inlet and outlet. The overflow was in good condition. One sample port was partially clogged by corrosion.

Sec. A-1.4 Repair Work Performed

No repairs were provided at time of ROV inspection.

Sec. A-1.5 Recommendations

- The interior walls of this tank need to be sandblasted and recoated or extensive epoxy painting repairs done immediately. Excessive corrosion exists and will continue.
- 2. Exterior Light Lens cover is broken, needs replacement.
- 3. Clean Tank sediment and debris from floor. Chlorine disinfection in only effective to depths of less than 1/4".
- 4. Remove interior ladder safety climb cable and brackets. Cable is broken and corroding on tank floor.
- 5. Remove film on water surface by running tank to overflow for a sufficient period of time.
- 6. Tank cleaning is recommended every 3 to 5 years.



1. Protective Fence (Typical)



2. Outbuilding



3. Foundation (Typical)



4. Ladder Security/Safety Climb



5. Light Lens Vandalism



6. Exterior Shell Graffiti



9. Shell Course 1 Peeling Paint



7. Roof Hatch Graffiti



10. Shell Weld Joints



8. Roof Graffiti



11. Shell Manway (1of 2)



12. Overflow Pipe & Manway #2



13. Overflow Screen



14. Overflow Drainage



15. Sampling Port 1



16. Sampling Port 2



17. Safety Rail



20. Roof Antenna



18. Center Roof Vent



21. Roof Spot Corrosion



19. Roof Vent Screen



22. Roof Paddling Damage



23. Interior Ladder Safety Climb



26. Inlet Diffuser



24. Failed Interior Safety Climb



27. Center Column Base



25. Inlet



28. Center Column Corrosion



29. Satellite Column Base



32. Manway Gasket



30. Satellite Column Cracking Coating



33. Sample Port Interior Corrosion



31. Satellite Column Corrosion



34. Ceiling



35. Floor Rust Nodule



38. Wall Peeling and Flaking Coating



36. Wall Corrosion



39. Floor Sediment & Debris



37. Wall Rust Nodule



40. Water Surface Film

INSPECTION REPORT

3,622,000 Gallon On-Grade Welded Steel Water Tank

Dimensions: 154'D x 26'H Inspection Date: 03-05-2013

Section A-2: General

An inspection of the on-grade steel water tank located on Mecca Avenue in *Coachella*, *California*, was conducted by Advanced Diving Services Inc. on March 5th, 2013 according to proposal #JN-13-108.

The inspection was conducted by certified personnel with the assistance of an underwater remotely operated vehicle (*ROV*). A mobile robot designed for aquatic work environments. A DVD is included with this report to provide video documentation of the ROV assisted inspection.

Sec. A-2.1 Scope

Every steel water storage tank, standpipe, or reservoir should be carefully inspected prior to repair and/or repainting and at any time when leakage or some other apparent deterioration is observed. In any event, all water tanks should be thoroughly inspected at intervals of not more than five years (*American Water Works Association*, M42 1998, p 132).

Sec. A-2.2 Inspection Service

Advanced Diving Services Incorporated (ADS) began commercially inspecting water storage tanks in April, 2000. ADS is certified in Commercial Diving, Offshore Safety & Survival, Red Cross CPR and First Aid, Hazardous Materials Incident, Response Operations, YMCA Advanced Scuba, Liquid Penetrant - Levels I & II, Magnetic Particle - Levels I & II, Ultrasonic - Levels I & II, Rope Access Technician - Level I, Chevron Riggers

Endorsement and Nuclear Quality Assurance. ADS adhere to American Water Works Association standards for inspecting and repairing water tanks, AWWA D101-53. All Dive Maintenance Technicians and associated in-tank equipment are fully disinfected according to AWWA Standard C652-92 before entering potable water. All ADS operations pertaining to Diving and Confined Space, conducted on your system are in compliance with all applicable OSHA, AWWA, and ADCI standards, procedures, and regulations (including 1910.401 thru 1910.441). All inspection personnel are fully qualified commercial dive maintenance technicians certified in ASNT Non-Destructive testing. All of our repair, sealing and coating materials meet or exceed NSF 60 & 61 standards.

Sec. A-2.3 Responsibility

Advanced Diving Services (ADS), is fully licensed and insured to provide commercial diving services. ADS carries property damage and liability insurance with a combined single limit per occurrence of \$1,000,000, aggregate \$2,000,000. ADS reasonably protects the tank/reservoir owner/agent against claims arising out of the inspection or cleaning work we provide.

Sec. A-2.4 Draining of Tank

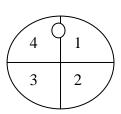
During inspection and or cleaning, reservoir water levels must be kept at or near full capacity unless noted otherwise. On the date of inspection water level was near full capacity.

Sec. A-2.5 Work Included

ROV Inspections include field examination of the tank exterior and a full color video report of the tank interior conducted by certified remote operation vehicle personnel. Inspection work does not include repairs, except that, if vent screens, cotter pins or nut pins are found to be missing, they may be replaced at once, or reported promptly to the tank/reservoir owner/agent for replacement. On the day of inspection ADS found no immediately reportable repairs.

Section A-3: Detailed Report of Inspection

Tank Quadrants: Access Hatch O = Origin Q1 12:00-3:00 Q2 3:00-6:00 Q3 6:0009:00 Q4 9:00-12:00



	INSPECTION AND	RESERVOIR DATA	
Customer Name:	The City of Coachella CA	Reservoir Name:	Mecca Ave. 3.6 MG
Contact Person:	Richard Perez	Location:	Coachella, CA
Contact Phone:	760-578-7242	Type:	On-Grade
Job Number:	Proposal JN-13-108	Material:	Welded Steel
Inspection Date:	3/5/2013	Capacity:	3,622,000 gal
Dive Supervisor:	James Nilsson	Diameter:	154
Diver:	ROV	Height:	26
Tender:	ROV	Floor S.F.:	
Last Inspection:	01/27/2009 by ADS	Built By:	Pitt-Des Moines Inc.
Last Cleaned By:	no record found	Built Date:	1987
Inflow Capacity		Courses	3
Outflow Capacity			

TANK EXTERIOR

Key: N/A- Not Applicable, **Excellent (**EX**)**- like new condition, no repairs needed. **Good**- Cosmetic problems only, repair if wanted. **Fair**- Minor problems, repairs needed, not immediate. **Poor**- major problems, structural or like, immediate repairs needed.

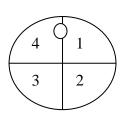
Reservoir Exterior	Condition				Pictures	Comments	
Component	NA	Ex	Good	Fair	Poor	#'s	
Site Security							
Protective Fence		Χ				1	7' protective chain link fence
Out Building(s)		Χ				2	
Exterior Ladder		Χ				4	
Ladder Lock/Gate		Χ				4	Cage ladder with Lock
Ladder Safety Climb		Χ				4	
Site Condition							level site, near residential
Surface Water		Χ					
Landslide Risk		Χ					
100'+ to Waste Facility		Χ					
50'+ to Sanitary Sewer		Χ					
Standing Surface Water		Χ					
Foundation		Χ				3	Concrete
Vandalism							
Sidewall				Χ		5	graffiti, broken lens
Roof					Χ	6,7	heavy graffiti
Site		Χ					

Continued

TANK EXTERIOR (Continued)

Component	NA	Ex	Good	Fair	Poor	#'s	
Indication(s) Leakage		Х					None observed
Pipes & Penetrations		Х					
Weld joints		Χ					
Foundation		Χ					
Reservoir Ext. Shell							
Corrosion Protection			Х			9	Some peeling & scratches
Condition Course 1			Х				Some peeling & scratches
Condition Course 2			Х				Some peeling & scratches
Condition Course 3			Χ				Some peeling & scratches
Manway Access #1			Χ			11	
Manway Access #2		Χ				12	
Overflow Pipe 12-24" G		Χ				12	
Overflow Screen		Χ				13	
Overflow Drainage		Χ				14	
Sampling Tap(s)			Χ			15,16	
Balcony/Roof Edge			Х				
Saftey Rail			Χ			17	
Balcony Floor	Χ						
Exterior Roof							
Corrosion Protection			Χ			21	corrosion spots, graffiti, puddling
Roof Slope (est. 2/12)			Х				
Vent(s) 1-20" ø center			Х			18	graffiti, paint cracking
Vent Screen(s)			Х			19	
Side Vents	Χ						none
Antenna(s) (1)			Х			20	
Access Hatch/curb #1		Χ				7	
Hatch Gasket #1		Χ					
Access Hatch/curb #2	Χ						center vent meets AWWA standard 100-11
Hatch Gasket #2	Χ						(7.43.2) for 2nd roof opening
Other = Light Lens					Χ	5	Broken ext light lens near outlet
Freezing Protection	Χ						
Water Level Controls			Χ				
Ext. Paint Condition				Χ			
Tower	Х						
Tank bowl/bottom	Х						
Overall Ext. Condition			Χ				

Tank Quadrants: Access Hatch O = Origin Q1 12:00-3:00 Q2 3:00-6:00 Q3 6:0009:00 Q4 9:00-12:00

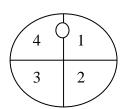


TANK INTERIOR

							eeded. Good - Cosmetic problems
Reservoir Interior	. Fair- i	VIIIIOI	Condition		irs need	Pictures	ediate. Poor - major problems, Comments
Component	NA			#'s	Comments		
Access Hatch (1)		I .	X	I an	1	Π 3	
` '		+	X				
Access Hatch Gasket(1) Ladder	 	+	X	 	1		
Safety Climb			^		Х	22.24	broken,corrosion, need to remove
Plumbing		-		<u> </u>		23,24	broken,corrosion, need to remove
			V			25.20	Distanias/Compasion
Inlet			X			25,26	Blistering/Corrosion
Outlet	\ <u></u>	 	Х	<u> </u>			Blistering/Corrosion
Outlet Silt Trap	Х						in shell wall
Overflow	-	-	Х				
Columns							
Center Support Column				Х		27,28	50% coating failure
Satellite Columns				Х		29,30	50% coating failure
Manway Access (2)			Х			32	Blistering/Corrosion
Manway Gaskets (2)		Χ				32	
Cathodic Protection	Χ						None
Assembly	Χ						
Float	Х						
Anodes	Χ						
Sample Port (2)				Х		33	1 port partially blocked/corrosion
Ceiling						34	little condensation, staining
Quadrant 1			Х				little condensation, staining
Quadrant 2			Х				little condensation, staining
Quadrant 3			Х				little condensation, staining
Quadrant 4			Х				little condensation, staining
Floor						35,39	need cleaning for 100% inspection
Quadrant 1				Х			some rust nodules
Quadrant 2				Х			some rust nodules
Quadrant 3				Х			some rust nodules
Quadrant 4				Х	1		some rust nodules

(Continued)

Tank Quadrants: Access Hatch O = Origin Q1 12:00-3:00 Q2 3:00-6:00 Q3 6:0009:00 Q4 9:00-12:00



TANK INTERIOR (continued)

Key: N/A- Not Applicable, **Excellent (EX)-** like new condition, no repairs needed. **Good-** Cosmetic problems only, repair if wanted. **Fair-** Minor problems, repairs needed, not immediate. **Poor-** major problems, stuctural or like,immediate repairs needed.

Reservoir Interior		Condition				Pictures	Comments
Componet	NA	EX	Good	Fair	Poor	#'s	
Wall						36,37,38	
Quadrant 1							
Course 1 (Lowest)					Х		coating failure 80%
Course 2					Х		Peeling, blisters, nodules 80%
Course 3				Х			blistering 50%
Quadrant 2							
Course 1 (Lowest)					Х		coating failure 80%
Course 2					Х		Peeling, blisters, nodules 80%
Course 3				Х			blistering 50%
Quadrant 3							
Course 1 (Lowest)					Х		coating failure 80%
Course 2					Х		Peeling, blisters, nodules 80%
Course 3				Х			blistering 50%
Quadrant 4							
Course 1 (Lowest)					Х		coating failure 80%
Course 2					Х		Peeling, blisters, nodules 80%
Course 3				Х			blistering 50%
Sediment						39	
Quadrant 1				Χ			Epoxy Debris, 1/8-1/4 loose silt
Quadrant 2		Х					1/4" loose silt
Quadrant 3		Х					1/4" loose silt
Quadrant 4		Х					Epoxy Debris, 1/8-1/4 loose silt
Water Condition			Х			40	some surface film
Particulates			Χ				light
Visability		Х					
Temperature	Х						
Overall Interior Conditio	n				Х		needs cleaning & re-coat

OVERALL TANK CONDITION

EXTERIOR: GOOD INTERIOR: POOR

RECOMMENDATIONS

Immediate

- 1. Light lens cover on tank side near inlet is broken and needs to be replaced.
- 2. Clean sediment and debris from tank floor. Chlorine disinfection is only effective at depths less than 1/4".
- 3. Remove interior ladder safety climb cable and brackets. Cable is broken and corroding on ladder and tank floor. It will accelerate coating failure on tank floor if not removed.
- 4. Overflow water for a period of time sufficient to remove film from the surface of tanks interior water level.

Near Future

5. Drain tank to allow sandblasting and entire re-coat of tank interior

Ongoing Maintenance

6. Clean and inspect tank every 3-5 years.

All surface and underwater repairs and recommendations, except sandblasting, can be performed by Advanced Diving Services, Inc. with the reservoir remaining in service.

ADVANCED DIVING SERVICES, INC. ®



James M. Nilsson_____
Director

The City of Coachella, CA March 5, 2013

ROV INSPECTION REPORT 5.4MG Well 18 Reservoir 03.05.2013

5,397,826 GALLON ON-GRADE WELDED STEEL RESERVOIR



Tank ID

Summary of Contents:

Written Report with Recommendations DVD of Underwater Inspection Photo CD



Executive Report Summary

Sec. A-1.1 Coating Condition

Exterior Paint

The exterior paint on course 1-4 was found to be in excellent condition. The roof paint was in excellent condition with the exception of heavily peeling paint around the center vent (picture #21).

Interior Walls

Interior tank walls are in excellent condition except at the wall/floor weld joint where a number of rust nodules were observed (picture #38) and one section 1 nodule (picture #33). Epoxy repair can easily prevent these nodules from further tank corrosion.

Interior Columns

Columns and column coating was in excellent condition.

Interior Ceiling Paint

The ceiling coating is in good condition. Some light condensation and staining was present.

Tank Floor

The tank floor was covered with 1/8" to 1/4" of sediment (loose silt and sand). The sediment needs to be cleaned before a floor inspection is complete. Some rust nodules on the floor were observed (pictures #35, 36).

Sec. A-1.2 Pitting

There no visible pitting observed on the interior walls and floor during the inspection.

Sec. A-1.3 General Tank Condition

Tank Security and Exterior Vandalism

The site has a protective fence, ladder gate and lock, and access hatch lock. No evidence of vandalism was observed

Contamination Sources

The tank vent screens were present and in good condition. The tank roof penetrations were all covered. Site was clear of standing water and any observable sources of contamination.

Cathodic Protection

The cathodic protection was present and in good order.

Water Condition

There were light particulates in the water. Water visibility was good.

Interior Plumbing

Some corrosion was present on the internal inlets, outlet and drain. The overflow was in good condition. One water float guide wire was detached and needs to be repaired.

Sec. A-1.4 Repair Work Performed

No repairs were provided at time of ROV inspection.

Sec. A-1.5 Recommendations

- 1. The interior rust nodules need epoxy painting repairs done immediately to prevent further corrosion.
- 2. Clean tank sediment from floor. Chlorine disinfection in only effective to depths less than 1/4".
- 3. Reattach float guide wire.
- 4. Repair peeling paint around exterior roof center vent.
- 5. Re-check reservoir ventilation engineering. The vent may be undersized for the flow capacity of this reservoir (see pg.15).
- 6. Tank cleaning is recommended every 3 to 5 years.



1. Protective Fence (Typical)



2. Outbuilding #1



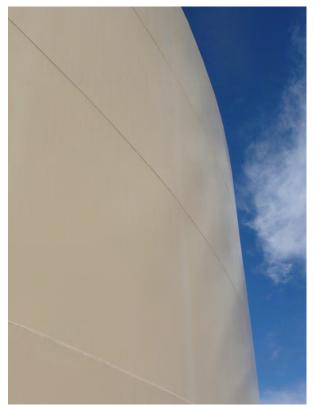
3. Foundation (Typical)



4. Ladder Security/Safety Climb



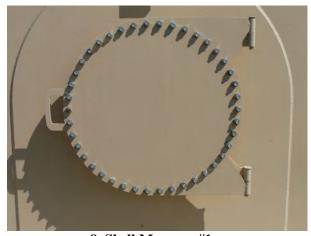
5. Outbuilding #2



6. Exterior Shell (4 Courses)



7. Exterior Shell Weld Joints



8. Shell Manway #1



9. Shell Manway #2



10. Site Grade



11. Overflow Pipe & Drain



14. Sampling Port 1



12. Overflow Screen



15. Shell Manway #3 with Drain



13. Tank Drain



16. Inlet #1, Well #10



17. Inlet #2, Well #18



20. Roof Center Vent



18. Roof Access Hatch



21. Paint Peeling Around Center Vent



19. Roof Vent Safety Rail



22. Roof Accessory Penetration (Typical)



23. Interior Ladder Safety Climb



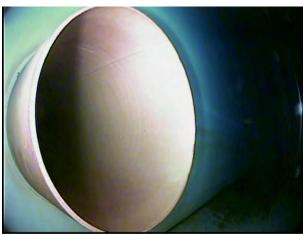
26. Inlet #2



24. Interior Ladder Attachment (Run in Coating, Weld Staining)



27. Manway #3 Drain



25. Outlet



28. Shell Manway #1 Rust Nodule(s)



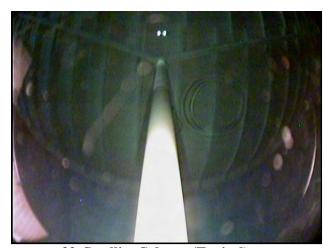
29. Shell Manway #1 Gasket



32. Center Column Base



30. Shell Manway #2



33. Satellite Column (Typical)



31. Interior Overflow Pipe & Bell



34. Ceiling



35. Floor Rust Nodule(s)



38. Wall/Floor Joint Rust Nodule(s)



36. Floor Rust Nodule



39. Floor Sediment



37. Wall Rust Nodule



40. Float Guide Wire Detachment

INSPECTION REPORT

5,397,826 Gallon On-Grade Welded Steel Water Tank

Dimensions: 175'D x 32'H Inspection Date: 03-05-2013

Section A-2: General

An inspection of the on-grade steel water tank know as Well 18, located in *Coachella California*, was conducted by Advanced Diving Services Inc. on March 5th, 2013 according to proposal #JN-13-108.

The inspection was conducted by certified personnel with the assistance of an underwater remotely operated vehicle (*ROV*). A mobile robot designed for aquatic work environments. A DVD is included with this report to provide video documentation of the ROV assisted inspection.

Sec. A-2.1 Scope

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Endorsement and Nuclear Quality Assurance. ADS adhere to American Water Works Association standards for inspecting and repairing water tanks, AWWA D101-53. All Dive Maintenance Technicians and associated in-tank equipment are fully disinfected according to AWWA Standard C652-92 before entering potable water. All ADS operations pertaining to Diving and Confined Space, conducted on your system are in compliance with all applicable OSHA, AWWA, and ADCI standards, procedures, and regulations (including 1910.401 thru 1910.441). All inspection personnel are fully qualified commercial dive maintenance technicians certified in ASNT Non-Destructive testing. All of our repair, sealing and coating materials meet or exceed NSF 60 & 61 standards.

Sec. A-2.3 Responsibility

Advanced Diving Services (ADS), is fully licensed and insured to provide commercial diving services. ADS carries property damage and liability insurance with a combined single limit per occurrence of \$1,000,000, aggregate \$2,000,000. ADS reasonably protects the tank/reservoir owner/agent against claims arising out of the inspection or cleaning work we provide.

Sec. A-2.4 Draining of Tank

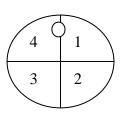
During inspection and or cleaning, reservoir water levels must be kept at or near full capacity unless noted otherwise. On the date of inspection water level was near full capacity.

Sec. A-2.5 Work Included

ROV Inspections include field examination of the tank exterior and a full color video report of the tank interior conducted by certified remote operation vehicle personnel. Inspection work does not include repairs, except that, if vent screens, cotter pins or nut pins are found to be missing, they may be replaced at once, or reported promptly to the tank/reservoir owner/agent for replacement. On the day of inspection ADS found no immediately reportable repairs.

Section A-3: Detailed Report of Inspection

Tank Quadrants: Access Hatch O = Origin Q1 12:00-3:00 Q2 3:00-6:00 Q3 6:0009:00 Q4 9:00-12:00



	INSPECTION AND	RESERVOIR DATA	
Customer Name:	The City of Coachella, CA	Reservoir Name:	Well 18
Contact Person:	Richard Perez	Location:	Coachella, CA
Contact Phone:	760-578-7242	Type:	On-Grade
Job Number:	Proposal JN-13-108	Material:	Welded Steel
Inspection Date:	3/5/2013	Capacity:	5,397,826 gal
Dive Supervisor:	James Nilsson	Diameter:	175
Diver:	ROV	Height:	32
Tender:	ROV	Floor Cubic Yards	74
Last Inspection:	n/a	Built By:	Pacific Tank
Last Cleaned By:	no record found	Built Date:	2007
Inflow Capacity	1,500 gal/min R.P. estimate	Courses	4
Outflow Capacity	5,000 gal/min R.P. estimate		

TANK EXTERIOR

Key: N/A- Not Applicable, **Excellent (**EX**)**- like new condition, no repairs needed. **Good**-Cosmetic problems only, repair if wanted. **Fair**- Minor problems, repairs needed, not immediate. **Poor**- major problems, structural or like, immediate repairs needed.

Reservoir Exterior	Condition					Pictures	Comments
Component	NA	Ex	Good	Fair	Poor	#'s	
Site Security							
Protective Fence		Х				1	7' protective chain link fence
Out Building(s) 2		Х				2,5	
Exterior Ladder		Х				4	
Ladder Lock/Gate		Х				4	Cage ladder with Lock
Ladder Safety Climb		Х				4	
Site Condition							level graded, paved site
Surface Water (Grade)		Х				10	
Landslide Risk		Х					
100'+ to Waste Facility		Х					
50'+ to Sanitary Sewer		Х					
Standing Surface Water		Х					
Foundation		Х				3	Concrete
Vandalism		Х					
Sidewall		Х					
Roof		Х					
Site		Х					

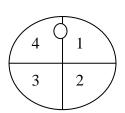
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Advanced Diving Services Inc. ®

TANK EXTERIOR (Continued)

Component	NA	Ex	Good	Fair	Poor	#'s	
Indication(s) Leakage		Х					None observed
Pipes & Penetrations		Х					
Weld joints		Х					
Foundation		Х					
Reservoir Ext. Shell							
Corrosion Protection		Х				6	
Condition Course 1		Х					
Condition Course 2		Х				7	
Condition Course 3		Х					
Manway Access #1		Х				8	
Manway Access #2		Х				9	
Overflow Pipe		Х				11	
Overflow Screen		Х				12	
Overflow Drainage		Х				12	
Sampling Tap(s)		Х				14	
Balcony/Roof Edge							
Saftey Rail		Х				18,19	
Balcony Floor	Х						
Exterior Roof							
Corrosion Protection			Х			21	PAINT NEAR VENT PEELING
Roof Slope (est. 3/12)		Х					
Vent(s) 1-20" ø center		Х				19,20	
Vent Screen(s)		Х					
Side Vents	Х						none
Antenna(s) (1)	Х						
Access Hatch/curb #1		Х				18	
Hatch Gasket #1					Х		No gasket on hatch interior
Access Hatch/curb #2	Х						center vent meets AWWA standard 100-11
Hatch Gasket #2	Х						(7.43.2) for 2nd roof opening
Other	Х						
Freezing Protection	Х						
Water Level Controls		Х					
Ext. Paint Condition			Х				paint near roof vent peeling
Tower	Х						
Tank bowl/bottom	Х						
Overall Ext. Condition		Х					

Tank Quadrants: Access Hatch O = Origin Q1 12:00-3:00 Q2 3:00-6:00 Q3 6:0009:00 Q4 9:00-12:00

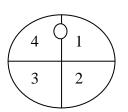


TANK INTERIOR

		-	-			•	eded. Good - Cosmetic problems
• •	. Fair-	Minor	•		irs need		diate. Poor - major problems,
Reservoir Interior	1	1_	Condition		1_	Pictures	Comments
Component	NA	Ex	Good	Fair	Poor	#'s	
Access Hatch (1)		Χ				18,23	
Access Hatch Gasket(1)					Х		No hatch gasket
Ladder		Χ				23	
Safety Climb		Χ				23	
Plumbing							
Inlet		Χ				26	
Outlet		Χ				25	
Outlet Silt Trap	Х						in shell wall
Overflow		Χ				31	
Columns							
Center Support Column		Х				32	
Satellite Columns		Х				33	
Manway Access (2)		Χ				28,30	some rust nodules on 1
Manway Gaskets (2)		Χ				29,30	
Cathodic Protection							
Assembly		Х					
Float		Х					
Anodes		Χ					
Sample Port (2)		Χ					
Ceiling						31,33,34	little condensation, staining
Quadrant 1		Х					
Quadrant 2		Χ					
Quadrant 3		Χ					
Quadrant 4		Χ					
Floor						35,36,38,39,40	need cleaning for 100% inspection
Quadrant 1			Х				some rust nodules
Quadrant 2			Х				some rust nodules
Quadrant 3			Х				some rust nodules
Quadrant 4			Х				some rust nodules

(Continued)

Tank Quadrants: Access Hatch O = Origin Q1 12:00-3:00 Q2 3:00-6:00 Q3 6:0009:00 Q4 9:00-12:00



TANK INTERIOR (continued)

Key: N/A- Not Applicable, **Excellent (EX)-** like new condition, no repairs needed. **Good**-Cosmetic problems only, repair if wanted. **Fair-** Minor problems, repairs needed, not immediate. **Poor-** major problems, stuctural or like, immediate repairs needed.

Reservoir Interior			Condition			Pictures	Comments
Componet	NA	EX	Good	Fair	Poor	#'s	
Wall						37,38	
Quadrant 1		Х					rust nodules @ wall joint
Course 1 (Lowest)		Х					
Course 2		Х					
Course 3-4		Х					
Quadrant 2							
Course 1 (Lowest)		Х					rust nodules @ wall joint
Course 2		Х					
Course 3		Х					
Quadrant 3							
Course 1 (Lowest)			Х				rust nodules @ wall joint
Course 2		Х					
Course 3-4		Х					
Quadrant 4							minor rust nodule on wall
Course 1 (Lowest)		Х					rust nodules @ wall joint
Course 2		Х					
Course 3-4		Х					
Sediment						35,36,38,39	
Quadrant 1				Х			1/8-1/4 loose silt
Quadrant 2		Х					1/8-1/4 loose silt
Quadrant 3		Х					1/8-1/4 loose silt
Quadrant 4		Х					1/8-1/4 loose silt
Water Condition		Х					
Particulates			Х				Light particulates
Visability		Х					
Temperature	Х						
Overall Interior Condition			Х				cleaning & spot epoxy repair

OVERALL TANK CONDITION

EXTERIOR: EXCELLENT

INTERIOR: GOOD

RECOMMENDATIONS

Immediate

- 1. Epoxy repairs for interior rust nodules particularly on floor and wall/floor weld joints
- 2. Clean sediment from tank floor. Chlorine disinfection is only effective at depths less than 1/4".
- 3. Reattach interior water level float guide wire.
- 4. Repaint the roof area around the center roof vent. Paint has peeled excessively due to water condensation from ventilation.
- 5. Recommend re-checking engineering of adequate reservoir ventilation. The roof center vent on this tank may be undersized for the outflow capacity of this reservoir. Additional ventilation is also recommended to minimize condensation on the interior roof of the tank. Condensation contributes to premature coating failure and corrosion of the roof structure.

AWWA standard (D100-11 Sec 5.5): Tanks equipped with roofs shall have a vent above the top capacity level, which shall have a capacity to pass air so that the maximum flow rate of water, either entering or leaving the tank, excessive pressure will not be developed. The overflow pipe shall not be considered a tank vent.

Near Future

None

Ongoing Maintenance

6. Clean and inspect tank every 3-5 years.

AWWA M42 (98) p.132: All water tanks should be thoroughly inspected at intervals of not more than five years.

All surface and underwater repairs and recommendations, except sandblasting, can be performed by Advanced Diving Services, Inc. with the reservoir remaining in service.

ADVANCED DIVING SERVICES, INC. ®



James M. Nilsson_____
Director