

# Tualatin Valley Water District



1850 SW 170th Ave. Beaverton, OR 97006 \* (503) 642-1511 \* [www.tvwd.org](http://www.tvwd.org)

## BACKFLOW ASSEMBLY TESTER HANDBOOK AND CONTRACT

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# **I. BACKFLOW ASSEMBLY TESTER HANDBOOK**

## **1. BACKGROUND INFORMATION**

Tualatin Valley Water District ("District") is interested in developing a list of qualified Backflow Assembly Testers ("Testers") to perform backflow assembly testing and repair services. The District's intent is to set up a pool of qualified contractors to provide backflow assembly testing and repair services as the need arises.

Per Oregon Administrative Rule 333-061-0072 Backflow Assembly Tester Certification:

- (1) The Oregon Department of Human Services shall certify individuals who successfully complete all the requirements of this Rule except as otherwise provided that:
  - (a) Journeyman plumbers defined as those who hold a certificate of competency issued under ORS 693 or apprentice plumbers, as defined under ORS 693.010; and
  - (b) Journeyman plumbers or apprentice plumbers who test backflow prevention assemblies shall satisfactorily complete a DHS approved Backflow Assembly Tester training course, according to rules adopted by the Director of Consumer and Business Services.

## **2. DISTRICT OBJECTIVES**

The purpose of this contract is ease of compliance for the District's customers by making the required annual testing of backflow prevention assemblies a convenience thus avoiding potential shut-off of their water service. This also provides assurance that the water distribution system is protected from harmful pathogens caused by potential backflow events and delivers water that is safe to drink.

## **3. BACKFLOW TESTING PERFORMANCE OBJECTIVES**

As an Oregon Department of Human Services (DHS) certified Backflow Assembly Tester, Journeyman plumber or apprentice plumber, ("Tester") per OAR 333-061-0072 (1) (a) and (b), providing services under the authority of the local Water Purveyor, Tester acknowledges and agrees that Tester has an obligation to meet the needs and program requirements of both the customers served, and the administrative authority having jurisdiction, the Tualatin Valley Water District, ("District").

The purpose of these requirements and performance standards is to create a consistent method for monitoring compliance with Oregon DHS backflow assembly testing requirements by:

- \* Protecting public health
- \* Insuring safe drinking water for the customers of Tualatin Valley Water District

The Oregon Department of Human Services Administrative Rule 333-031-0070 outlines cross connection control responsibilities for public water systems, the requirements of which are incorporated into this Handbook. These rules require the District to conduct an active program for systematically identifying and controlling cross connections.

Backflow assemblies installed pursuant to these rules are required by Oregon DHS to be tested in conformance with procedures established by the University of Southern California's Foundation for Cross Connection Control, current edition manual. Enforcement authority for these requirements is placed with the District.

#### **4. DISTRICT PERFORMANCE STANDARDS**

As our cross connection control program and the number of installed assemblies grow, so have the number of identified problems. Because this trend indicates an increased possibility of contamination; tester performance will be monitored.

Any unethical practice associated with backflow assembly testing, installation or reporting could result in the following:

- \* Notification to Oregon DHS requesting revocation of certification
- \* Removal from District's Qualified Tester's List
- \* Non-acceptance of test reports (until issue resolved)

Unethical practices include, but are not limited to:

- \* Falsifying a test report
- \* Incompetent assembly testing
- \* Allowing another person to use your certification
- \* Failure to report or correct assembly installations that do not meet Oregon DHS or local installation standards.
- \* Other acts deemed unethical by the local authority pursuant to OAR/Business Practices, OAR/Contractor laws.

Backflow assemblies are required to be tested when they are installed. The initial test on a new installation serves as the District's record, that the assembly has been installed, and provides the information necessary to set up a file for tracking

compliance and subsequent testing. It is therefore necessary, and a professional responsibility of the tester, to provide the information to the District.

The tester has neither the responsibility nor the authority to enforce the District's Cross Connection Control Program. Enforcement lies solely with the District. It is, however, the responsibility of the tester to call questionable practices to the attention of the District so that enforcement practices may be implemented.

## **5. REGISTRATION OR LICENSES**

Construction Contracts: The District shall not consider a Person's Offer to do Work as a contractor, as defined in ORS 701.005(2), unless the Person has a current, valid certificate of registration issued by the Construction Contractors Board at the time the Offer is made.

Landscape Contracts: The District shall not consider a Person's Offer to do Work as a landscape contractor as defined in ORS 671.520(2), unless the Person has a current, valid landscape license issued pursuant to ORS 671.560 by the State Landscape Contractors Board at the time the offer is made.

Backflow Assembly Repairs: All repairs on backflow assemblies within the Tualatin Valley Water District must be performed according to all state and local regulations.

## **6. ADDING QUALIFIED TESTERS TO THE LIST**

The District will require new contracts to be submitted and signed annually. Additional Testers will be allowed to submit qualifications and be added to the Qualified Testers List. The order in which the contracted company appears on the Qualified Testers List will be based on the submittal and approval of the Contracts.

The District will allow additional Testers to submit qualifications and sign the contract any time during the term of the contract. Upon approval by the District, this Tester will be added to the bottom of the rotating Qualified Testers List.

## II. CONTRACT REQUIREMENTS

### 1. QUALIFICATIONS

#### A. **Tester shall submit the following documentation:**

1. Proof of Backflow Assembly Tester Certification for all testers' employee(s)/representative(s) proposed to perform work under this Contract. Proof of documentation includes a current copy of the tester's certification card, and if working independently, a copy of Construction Contractor's Board (CCB) License or Landscape Contractor Board (LCB) License.
2. A copy of the current Gauge Accuracy Verification(s) must be on file with the District for all gauges used by the Tester.

### 2. SCOPE OF WORK

#### A. **TESTER RESPONSIBILITIES:**

1. Tester shall either be a registered construction contractor, pursuant to ORS 701, or a licensed landscape contractor, pursuant to ORS 671. The Tester shall remain registered with the State of Oregon Construction or Landscape Contractors Board during the term of the Contract.
2. Tester's employee(s) performing the work (Tester) under this Contract shall be an Oregon State Certified backflow assembly tester or Journeyman Plumber as required in OAR 333-061-0072 and shall remain certified while performing work under this Contract.
3. Tester shall provide testing services per OAR 333-061-0070 (14) in conformance with test procedures approved by DHS which currently is the University of Southern California, Foundation for Cross Connection Control and Hydraulic Research, Manual of Cross Connection Control, as well as all applicable Occupational Safety & Health Administration regulations.
4. Tester shall send the employee(s) providing the work under this Contract to the *Annual Contract Tester's meeting* upon request by the District. At least 30-days notice shall be given for such meetings. If attendance for such meeting cannot be obtained, Tester must contact the District for approval to schedule an individual meeting.

5. Tester agrees to return a call from the District requesting resolution of an issue within 48-hours/two (2) business working days. If a meeting is deemed necessary by the District, the Tester agrees to meet within five (5) business working days of the initial request for resolution by the District.
6. When assigned Gold or Silver Plan tests for District customers , Tester shall complete the required testing and provide the completed test report to the District within ten (10) business working days from receipt of written (Emailed or faxed) request from the District. Tests reports not received by the District within 10 business working days from receipt of written request may be reassigned to another tester. A detailed monthly invoice must be submitted to the District for all assigned tests completed.
7. Tester will furnish all tools or equipment necessary for the contracted labor or services.
8. Tester's employee(s) qualified to perform the repairs under this Contract shall have available repair parts for all makes and models of 1" and smaller backflow prevention assemblies assigned.
9. Backflow assembly repairs under \$50.00 (parts and labor included) shall be completed within 24 hours of scheduled test. When the repair cannot be completed within 24 hours of scheduled test, the Tester must notify the District within one (1) business working day of scheduled test.
10. Completion deadlines for repairs:
  - a. Gold Plan repairs: Repairs that cost \$50.00 or less (parts and labor included) shall be completed within 24 hours of scheduled backflow assembly test.
  - b. Gold Plan repairs: When repairs exceed \$50, the tester must submit a copy of the customers invoice to the District for reimbursement. The customers invoice must show the total charges to the customer with a break out of the costs, i.e parts and labor, less the \$50 credit for being in the gold program. Repairs must be completed within 24 working hours from the approval of repairs by the customer.
  - c. Silver Plan Repairs: All Repair costs will be the sole responsibility of the customer. The District will not incur any portion of the repair costs for District customers that have not signed the Agreement for contract testing. It is

not the testers responsibility to complete repairs on enforcement tests without approval from the customer. It is the testers responsibility to notify the District of a failed test within 24 business hours of the test.

11. Tester shall contact the District the same day or next business working day of the initial test if Gold Plan repairs exceed \$50.00 (parts and labor included. Repairs exceeding \$50.00 (parts and labor included) must be referred to the District within 24 hours of scheduled test.
12. Tester shall leave a repair required notice at the customer's residence when the repair exceeds \$50.00 the same day as the initial test was performed requiring customer approval to pay for all repairs over \$50.00. A copy of the customer invoice must be provided to TVWD and clearly show the \$50.00 credit paid by TVWD.
13. Tester agrees to be available for backflow assembly repair work as it arises.
14. Tester shall submit detailed invoices monthly.
15. Tester must be clearly identifiable and carry proof of I.D.

**B. TESTER'S WARRANTY ON WORK**

Tester's warranty applies to work provided under this contract and work that is provided for repairs that cost \$50.00 or less (parts and labor included).

1. Tester shall guarantee their work is consistent with applicable industry standards.
2. Tester shall be available to perform re-work (i.e. for items missed or when repair fails) within five (5) business working days of notification by the District.

**C. TESTER SAFETY**

Tester's safety is now part of training in the certification courses. Caution needs to be taken, especially when working in a confined space entry such as vaults. Tester shall always have at least two people working in these areas and use appropriate tools when testing to prevent any accidents or injuries. All testers should be familiar with and practice all City, State and Federal (OSHA) codes and requirements.

**D. TEST REPORTS**

Test reports are public documents and also serve as a legal record. Complete and accurate test reports are essential to the District's effort to protect public health and the tester's professional responsibility. As an agent of the owner, the tester assumes the owner's responsibility for compliance with the State of Oregon regulations. A complete and accurate test report is proof that a test was performed and the assembly will prevent backflow. Test reports that are not complete or accurate, may be returned to the tester/owner, and will not be an acceptable test until the correct information is supplied. All test reports are due within 10 days of when the test was performed.

1. Backflow Test Report forms must be filled out completely and signed. Completed test reports must be dated, signed and given to the District within 10 days of date test was performed; this includes all tests, pass or fail. Incomplete forms will not be accepted and will be returned to tester.
2. The District may randomly verify the test results recorded on any submitted test report form. This verification may be cause for rejection of the submitted test results and/or grounds for retesting of the assembly.
3. Completed Test Reports must include:
  - \* Account number.
  - \* Owner's full address.
  - \* Assembly address (if different).
  - \* Type, Size, Make, Model, and Serial Number of device --if serial number is not legible Meter number must be provided.
  - \* Assembly Location: Not address, but the physical location of device.
  - \* Test results: pressure readings, passed/failed, and date completed.
  - \* Tester's name and signature (legible).
  - \* Tester's Certification number and gauge number w/calibration date.
  - \* Testing Company name and telephone number.

**E. FAILED DEVICES**

If an assembly fails the initial test and Tester is not prepared to repair it the same day, Tester may perform a temporary repair, if possible, until repair parts can be obtained. The District shall be notified of these situations.

For assemblies that fail and are not repaired; Tester shall notify the District as soon as possible. In these cases, the repair must be made within 24 hours after the initial test. Once notice is given, the District can take action to assist in timely repair of the assembly or discontinue service to the customer, where appropriate as required by OAR 333-061-0070.

A subcontractor may be hired to perform a repair per code upon prior approval of the District. Subcontractor shall provide proof of insurance that meets District specifications – See Section 10.

**3. DISTRICT RESPONSIBILITIES**

1. The District will require new contracts to be submitted and signed annually. The order in which the contracted company appears on the Qualified Testers List will be based on date of the submittal and approval of the signed Contracts. The District will allow additional Testers to submit qualifications and sign the contract any time during the term of the contract. Upon approval by the District, the Tester will be added to the bottom of the rotating Qualified Testers List.
2. The District will assign backflow assembly testing work to contracted companies in rotating order of the Qualified Testers List.
3. The District will notify Tester by Email or fax of all assignments and timeframes for District customers who have received an Enforcement Notice.
4. The District will provide the Tester the phone number of the District customer requesting “call first” or “appointment only” or if assembly is inaccessible.
5. The District will give 30 days notice to the Tester of the Annual Contract Tester’s Meeting to be held prior to the date the signed contracts will be accepted each year.
6. Backflow assembly testing work will be assigned by the District to Testers by rotation of the Qualified Testers List.

The District will assign no more than 30 tests per contracted company at a time. A list of required backflow assembly tests will be developed by the District and grouped geographically, as close as possible.

7. The District will remove Tester from the Qualified Tester List when Tester informs TVWD they do not want an assignment list of backflow assembly required tests. Upon notification from Tester, the District will add Tester back into the rotation.
8. Tester who does not meet the completion deadlines for all or part of assigned work three consecutive times or five times in a 12-month period may be removed from the Qualified Tester List immediately upon written notice from the District.
9. Tester will be removed from the assignment rotation when two invoices and corresponding test reports have not been received by the District. Upon receipt of pending invoice(s) and test reports, tester will be reinstated onto the rotating assignment list.

**4. NO MINIMUM GUARANTEE OF WORK**

By executing this contract, Tester understands and agrees there is no minimum level of work guaranteed or expected to be assigned. Tester will be assigned work as available and in accordance with the Tester's place on the Qualified Testers List.

**5. CONTRACT TERM**

The length of the Contract for backflow assembly testing and repair services will generally be for a period of one (1) year with the option to renew each year. The contract term will run from the date of execution through December 31, 2011.

**6. LOCATION OF WORK**

The location of the work is to be performed and completed at various locations within the District service area as assigned by the District. The work to be managed is at the Tester's business location. The District will not provide work space at any of the District facilities for the Tester.

**7. INDEMNIFICATION**

Tester shall indemnify, defend, save and hold harmless the District, its members, officers, board, agents and employees against all liability, damages, injury, claims, suits or actions of whatsoever nature, loss or expenses, including attorney's fees, based upon or arising out of any negligent act or omission by

Tester employee(s)/Representative(s). Tester shall obtain similar indemnification for anyone acting in Tester's behalf in connection with, or incidental to, this Agreement for the work to be performed hereunder for that person or entity's negligence. Provided however, that nothing herewith shall be construed to require indemnification of the District attributable to its own negligence.

**8. INSURANCE**

Prior to execution of this Contract, Tester shall provide the District with Certificates of Insurance showing coverage as follows. All insurance shall have a 30-day cancellation notice.

**A. Comprehensive Automobile Liability Insurance**

Tester shall maintain a comprehensive automobile liability policy with coverage of not less than \$1,000,000 combined single limit. The coverage shall include both hired and non-owned auto liability.

**B. Comprehensive Commercial General Liability Insurance**

Independent of paragraph A. above, Tester agrees to maintain comprehensive commercial general liability insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000) applicable to bodily injury, sickness, or death for any one occurrence, and Five-Hundred Thousand Dollars (\$500,000) for loss of or damage to property for any one occurrence; or a general aggregate of One Million Dollars (\$1,000,000). The policy shall be issued by a company authorized to do business in the State of Oregon.

**C. Additional Insureds**

The District, its officers, board, agents, and employees shall be named as additional insureds on all insurance policies, which shall remain in effect for the term of this Contract.

**D. Workers' Compensation Coverage Requirements**

Tester is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Contract. Prior to commencement of labor, Tester shall provide District with proof of workers' compensation coverage for tester's employees.

**9. INDEPENDENT CONTRACTOR STATUS**

Tester shall furnish the tools or equipment necessary for the contracted services. Tester certifies that they are an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract. Tester is not entitled to indemnification by the District or the provision of a defense by the District under the terms of ORS 30.285.

**10. SUBCONTRACTORS, ASSIGNMENT; SUCCESSORS-IN -INTEREST**

Tester shall not make any subcontract with any other party for furnishing any of the work and services contemplated under the contract documents or assign or transfer any interest in this Contract without obtaining the express prior written consent of the District. Any approved subcontractor shall furnish the District with a certificate of insurance showing coverage as outlined above and shall name the District as additional insured as specified above.

**11. PAYMENTS**

1. Tester shall be paid in accordance with the following schedule:
  - a. Gold Plan Residential backflow assembly testing:  
\$28.00 per completed test
  - b. Gold Plan Repair parts for repairs that cost \$50.00 or less (parts and labor included): Parts At Cost
  - c. Gold Plan Repair labor for repairs that cost \$50.00 or less (parts and labor included): \$52.00/hr (billed in 15 minute increments).
  - d. Silver Plan Residential backflow assembly testing for Enforcement: \$38.00 per completed test
  - e. Gold & Silver Plan Residential backflow assembly testing when appointment is required: \$38.00 per completed test
2. All repaired assemblies shall be re-tested with a passing result before invoice will be accepted by the District. Restests are to be billed as labor time, not as a full price test.
3. All invoices shall be itemized in order of assignment on the Invoice Template provided by the District and include the following information:
  - a. Testing Company name
  - b. Date of invoice
  - c. Service location/address

- d. Assignment Dates
  - e. Customer TVWD account number
  - f. Detailed description of service (i.e. Testing, Repair Parts, Repair Labor).
  - g. Pricing to be itemized (i.e. separate line items for tests, repair parts, repair labor)
  - h. Name of employee performing the repair
4. Invoices will be rejected by the District if invoice information is not complete and itemized as requested and include the Invoice Template form provided by the District.
  5. All payments to Tester shall be made within 30 days after acceptance of work and receipt of invoice.

**12. TERMINATION**

A Tester may be removed from testers list at the discretion of the District or for other reasons, and this Contract shall be terminated for the following reasons, including but not limited to, failure to supply current documentation for the District's files, or if the District has received 3 or more complaints from customers regarding tester. Removal may occur with seven (7) days written notice to Tester.

**IN WITNESS WHEREOF, the parties have read, understood, agreed and executed this Assembly Tester Handbook and Contract effective the day and year listed below.**

**TUALATIN VALLEY WATER DISTRICT**

**TESTER COMPANY NAME:**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

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

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

ATTACHMENT 1

TESTER INFORMATION

This form must be completed and on file at DISTRICT office prior to accepting your Backflow Device Test Reports.

Please complete the following information for each State Certified Tester:

Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Tester Name: \_\_\_\_\_

Tester's Certification Number: \_\_\_\_\_

Gauge Number: \_\_\_\_\_ Calibration Date: \_\_\_\_\_

Attach copies of your gauge calibration and certification card.

I hereby certify that the above information is accurate:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please send this information or drop it off at: Tualatin Valley Water District  
Attn: Backflow Dept.  
1850 SW 170<sup>th</sup>  
Beaverton, OR 97006