

204 W. 11th St. P.O. Box 59 Goodland, Kansas 67735

REQUEST FOR PROPOSAL RFP 2023-02 WATER STORAGE TANK MAINTENANCE INSPECTION

ADVERTISEMENT FOR PROPOSALS

WATER STORAGE TANK MAINTENANCE INSPECTION PROGRAM

FOR CITY OF GOODLAND, KANSAS

Proposals will be received at the office of the City Clerk, City of Goodland City Hall, 204 W. 11th St., PO Box 59, Goodland, KS 67735, until Wednesday, March 15, 2023 at 12:00 p.m. Mountain time for the above Proposal. Site inspections can be arranged by contacting Neal Thornburg (785) 890-4500 for an appointment. Consideration of the proposals will be scheduled to take place the following Monday, March 20, 2023 at the regular Commission Meeting.

Proposals received after the specified time will be returned unopened to sender. Proposals shall include the following on the outside of the envelope "RFP 2023-02 Proposal for Water Storage Tank Maintenance Program". All proposals must be signed and dated in order to be accepted. Proposals shall be addressed to the attention of Neal Thornburg, Water Superintendent.

Any interpretation, correction, or change of the RFP will be made by an addendum. Addenda will be posted on the goodlandks.gov website or emailed to any bidder who has requested such notice. Proposal package and any Addendas will also available at <u>www.goodlandks.gov</u> as well as on <u>www.bidnetdirect.com</u>.

Proposals will be evaluated by the Purchaser based on Contractor's response to the proposal, experience of the company and project personnel, commercial terms, and pricing to perform the project required. All Proposals shall be valid for at least 90 days after the Proposal deadline for evaluation purposes. The Purchaser reserves the right to reject any or all proposals, to waive irregularities therein, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

INSTRUCTIONS TO BIDDERS - PROPOSAL

1. GENERAL.

The City of Goodland is soliciting qualifications and cost proposals from firms to provide inspection, cleaning, sampling of water and accumulated sediment, conducting a condition assessment report detailing observations and deficiencies of three (3) water tower storage tanks and two (2) clearwell tanks to be conducted annually for the next three (3) years. The water towers are located within the city limits.

Location	Style	Capacity	Year constructed
North Sphere - 5 th /Kansas	Welded	500,000 gallons	1969
Power Plant	Riveted	250,000 gallons	1939
South Sphere – 25 th /Market		500,000 gallons	1999
Clearwell #1 – WTP	Bolted Stainless Steel	100,000 gallons	2010
Clearwell #2 – WTP	Bolted Stainless Steel	100,000 gallons	2010

2. SCOPE OF WORK

The Proposer shall inspect and clean the water tower storage tanks and clearwells under the following conditions:

- A. The work shall comply with OSHA, AWWA and any other applicable standards.
- B. The Proposer shall provide the procedure, labor, equipment, supplies and follow OSHA and any other applicable safety standards.
- C. The inspection must be conducted by certified commercial divers trained in potable water operations or experienced ROV operators.
- D. The facilities must remain in operation during the inspection, sampling and cleaning.
- E. The Proposer shall collect multiple water and sediment samples from each water tower storage tank under the direction and supervision of the Water Department staff.
- F. Each tank will be inspected for internal and external condition of the structural material, reinforcing structures, paints and/or coatings, safety appurtenances, hatches and sanitary/security equipment. The tanks will be assessed for corrosivity concerns as well as general maintenance items.
- G. The Proposer shall provide pictures and videos of inspection as well as a written report containing recommendations for maintenance and/or repairs and cost estimates for needed repairs.
- H. The Proposer shall thoroughly remove accumulated debris and sediment from the reservoirs in a manner that doesn't compromise the tank integrity and/or coating system.
- I. Cleaning of the reservoir tanks shall take place from Monday thru Friday from 7 am to 4 pm.
- J. Discharging of water as a byproduct of cleaning will be mitigated on site by the Proposer.

3. **EXAMINATION OF SITE**.

The Proposer is required to visit (or completed visit prior) the water tower storage tank sites located within the City limits. To examine the sites, please contact Superintendent Thornburg at (785) 890-4500 Monday – Friday 7 am to 3 pm. A mandatory site visit is required in order to be familiar with the site and for the work to be done.

4. COST OF WORK

The cost submitted by the Proposer shall be provided in the Cost Summary Worksheet. The total cost shall include all labor, materials, equipment, and incidental changes to complete the required task. This cost shall also include up to eight (8) hours of cleaning and removal of sediment and debris from each water tower storage tank at the designated place. An hourly rate for sediment and debris removal for more than eight (8) hour per storage tank shall be provided in the Cost Summary Worksheet. Should the sediment and debris removal exceed eight (8) hours per storage tank, the City shall be notified, and a signed authorization shall be obtained to proceed prior to the City incurring any additional cost.

TIMELINE	DATE	TIME		
Questions and Clarifications	March 1	4 pm		
due				
Question addendum released	March 8	4 pm		
Request for Proposals (RFP)	March 15	Noon		
Due				
Target Award Date	March 20	City Commission meeting		
Agreement completed	By April 18			
Project completed (1 st year)	By Sept 1			

5. TIMELINE and TIME OF COMPLETION

The Proposer shall complete the specified initial inspection within 120 working days from the date of execution of the agreement (approximately Sept 1). Inspection report and accompanying materials will be delivered to the City in a timely manner thereafter. The CITY hours of operation are from 7 am to 4 pm Monday thru Friday. The Proposer may work outside of these hours with prior approval from the City. No request to work outside operating hours will be unreasonably denied.

6. STATEMENT OF QUALIFICATIONS

- A. The Proposer shall provide a brief statement detailing why the firm is qualified to perform the services of this RFP. The names of principals, their professional qualifications and registrations shall be incorporated in this statement. It shall also include the training inspectors received for water tower storage tank cleaning and inspection.
- B. The Proposer shall provide a list of three (3) references from similar municipal water tower storage tank cleaning and inspection projects.

7. INSURANCE.

Concurrently with the execution of this Agreement by the Proposer, and prior to the commencement of any Work, the Proposer shall provide evidence to the City that all of the following insurance requirements have been satisfied.

- A. General. The Proposer shall throughout the duration of this Agreement, maintain insurance to cover the Proposer, its agents, representatives, contractors, subcontractors and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
- B. Commercial General Liability coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- C. Workers Compensation coverage shall be maintained as required by the State of Kansas.
- D. Insurance Certificate Proposer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City.

8. SUBCONTRACTORS / SUBSTITUTIONS

The name, background, and experience of any and every firm to which any work outlined in these Specifications is to be subcontracted by Proposer shall be submitted to the Water Superintendent for his approval. It must be clearly understood that the Proposer, irrespective of any approved subcontract, shall be held entirely responsible for the quality and quantity of the work done under the terms of this Agreement. No subcontract to do any work outlined in these Specifications is to run longer than the term of the Agreement, and the extension or renewal of any such subcontract agreement can only be made with the approval of the Water Superintendent. The Agreement will not be assignable in all or part without the express written approval of the City.

9. INDEMNIFICATION

Proposer shall indemnify and hold harmless the City and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the Proposer or its employees, agents, subcontractors, or by these specifications, except only those claims arising out of the sole negligence of sole willful conduct of the City, its officers, agents or employees. Proposer's indemnification shall include any and all costs, expenses, attorney's fees and liability incurred by the City, its officers, agents or employees in defending against such claims, whether the same proceed to judgment or not.

Further, the Proposer at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents or employees. Proposer's indemnification of the City shall not be limited by any prior or subsequent declaration by the Proposer.

10. SUBCONTRACTOR'S INSURANCE

Proposer shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

11. DEFAULT BY PROPOSER

The Agreement may be cancelled by the City without liability for damage, when in the City's opinion the Proposer is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the work without the City's consent. In the event of such cancellation, the Proposer will be paid the pro-rata amount due based on unit prices and the quantity of work completed at the time of cancellation. Damages caused to the City by acts of the Proposer will be subtracted from this said amount. The Proposer, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Agreement for any such reason. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

12. TERMINATION of AGREEMENT

The City may terminate the Agreement at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by an act of God, by law, or by official action of a public authority.

BASIS OF AWARD The award will be made by the OWNER on the basis of the Proposal from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Proposals will be considered by City water management staff using the point guidelines as follows:

- 1) Overall service provider's qualifications and experience.
- 2) Organizational chart and contact information for personnel.
- 3) Financial stability to successfully complete all associated work.
- 4) Depth of personnel to successfully complete all associated work.
- 5) Respondent has sufficient equipment to complete any associated work.
- 6) All insurance coverages/limits are met (include Certificate of Insurance).
- 7) Respondent submits 3+ customer references.
- 8) Overall experience with tank asset management programs.
- 9) Ability to dispose of hazardous waste materials from work area.
- 10) Quality Assurance Program in place to meet all regulations/standards.
- 11) Completeness; all requested information was provided in detail.
- 12) Results of reference check.

The OWNER reserves the right to reject all Proposals, or any Proposal not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Proposal.

Cost Summary Worksheet

Complete and submit with your proposal package. Documents noted below must accompany the proposal package.

Item	Item Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
	Inspection & Cleaning -	Each	1		
	North Sphere - 5 th /Kansas				
	Inspection & Cleaning -	Each	1		
	Power Plant Tank				
	Inspection & Cleaning -	Each	1		
	South Sphere –				
	25 th /Market				
	Inspection & Cleaning -	Each	1		
	Clearwell #1 – Water				
	Treatment Plant				
	Inspection & Cleaning -	Each	1		
	Clearwell #2 – WTP				
				Total	
				Total (3 years)	

Hourly sediment and debris removal rate over 8 hours per location \$_____