

CITY OF WRAY, COLORADO



REQUEST FOR PROPOSALS FOR A QUALIFIED PROFESSIONAL OR QUALIFIED FIRM TO
CONDUCT WATER STORAGE FACILITY INSPECTIONS AND DEVELOP A
REHABILITATION PLAN FOR FIVE WATER STORAGE TANKS
RFP No. 113-2022

- I. INTRODUCTION
- II. BID RECIPIENT
- III. BACKGROUND
- IV. BIDDER'S ACKNOWLEDGEMENT
- V. BIDDER'S REPRESENTATIONS
- VI. BIDDER'S CERTIFICATION
- VII. BASIS OF BID
- VIII. SCOPE OF WORK
- IX. TIME OF COMPLETION AND PRELIMINARY SCHEDULE
- X. SUBMISSION REQUIREMENTS
- XI. CONTENTS OF PROPOSAL
- XII. TERMS AND CONDITIONS
- XIII. REQUESTS FOR CLARIFICATION
- XIV. EXHIBITS

I. INTRODUCTION

The City of Wray, Colorado (City) is requesting proposals from firms with qualified staff and experience in the inspection, structural analysis, and development of repair, rehabilitation, or replacement recommendations for the five water storage facilities.

The purpose of the project is to evaluate and if necessary, make recommendations for repairs and improvements to the Main Street Tank, Emerson Tank, High School Tank, Blue Tank, and Orange Tank. The goal for the tank improvements and repairs is to provide the City of Wray with facilities that can feasibly meet all applicable current codes and standards as well as operational needs.

The City of Wray owns and operates five tanks. One tank is elevated, one is a stand Pipe Tank, and three of them are above ground tanks. Below is a table that provides details on each tank.

SDWIS [±] Tank Name	SDWIS Tank ID#	Tank Type (e.g., elevated, buried, etc.) & Construction Materials	Volume (gallons)	Approximate Dimensions	Location	Date Put into Service
Main Street Tank	013	Above ground	750,000	80 ft. Dia. 20 ft. tall	Top of Main street	2007
Emerson Tank	014	Above ground	500,000	60 ft. Dia. 25 ft. tall	Top of Emerson street	N/A
High School tank	015	Above ground	500,00	60 ft. Dia. 25 ft. tall	Top of Wesley Dr. at end of Lincoln street	1984
Blue Tank	016	Stand pipe	150,000	20 ft. Dia. 75 ft. tall	Top of South hill south of town	2001
Orange Tank	012	Elevated	110,000	25 ft. Dia. 135 ft. tall	North of town in industrial park	1974



Main Street Tank – The Main Street Tank is located south of Main Street and the green line on the map displays the route to the Main Street Tank.

Emerson Tank—The Emerson Tank is located at the south end of Emerson Street up on top of the bluffs. The red line displays the route to the Emerson Tank.

High School Tank—The High School Tank is located southeast of the High School. The blue line displays the route to the High School Tank.



Blue Tank—The Blue Tank is located south of town just east of Hwy. 385. The light blue line displays the route from Hwy. 385 to the Blue Tank.



Orange Tank—The Orange Tank is located north of town on the north side of the Industrial Park. The orange line displays the route to from Hwy. 385 to the Orange Tank.

II. BID RECIPIENT

Submittals will be accepted no later than **2:00PM (local time), March 2nd, 2022**, to:

CITY OF WRAY
ATTN: JAMES DEPUE, CITY MANAGER
245 W 4TH STREET
P.O. BOX 35
WRAY, CO 80758
(or)
JDEPUE@CITYOFWRAY.ORG
970-332-4431

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. For additional details or to answer applicable questions, please contact City Manager James DePue at (970) 332-4431.

III. BACKGROUND

The City of Wray currently has five water storage tanks at five different locations that need inspected both exteriorly and on the interior. The personnel that conduct comprehensive inspections should have knowledge of and experience with potable water storage tank inspection, operation, and repair, in addition to tank inspections. Such personnel can include professional engineers, structural engineers and qualified operator personnel on the supplier's staff. The specifics of each tank are listed in the table on page two and an aerial map is provided with the location of each tank.

IV. BIDDER'S ACKNOWLEDGEMENT

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

V. BIDDER'S REPRESENTATIONS

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following exhibits:

Exhibit A: Bid Submittal

- B. Bidder has visited the Site (s), conducted a thorough, alert visual examination of the Site (s) and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site (s); information and observations obtained from visits to the Site (s); the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

The submission of this Bid constitutes an incontrovertible representation by Bidder that the Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

VI. BIDDER'S CERTIFICATION

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

VII. BASIS OF BID

Bidder will complete the following Scope of Work in accordance with the Contractor Agreement:

- A. Contractor to provide all labor, materials and equipment to complete the project.
- B. Contractor is responsible for damage to any existing features, and shall be repaired in-kind by the contractor at their cost.

- C. Contractors are responsible for verifying all measurements and information prior to beginning work.
- D. The Contractor will furnish the city with a beginning date and ending date for the work to be completed.
- E. Contractor is responsible for jobsite cleanup and for hauling all debris created as a result of project to an acceptable disposal site. Disposal ticket shall be retained and forwarded to City.
- F. Contractor is responsible for acquiring required permits.
- G. Contractor is responsible for providing the owner with a copy of the final signed permits.
- H. Contractor is responsible for providing the owner with a copy of all tank inspection video, inspection report, and documentation of work.

VIII. SCOPE OF WORK

- A. Conduct exterior visual inspection of all five tanks and provide a repair or rehabilitation plan for each tank.
- B. Conduct interior inspection of all five tanks and provide a repair or rehabilitation plan for each tank.
 - a. Must use a Remotely Operated Vehicle (ROV) to perform interior inspections. The City of Wray will not pursue any bids that require qualified divers to perform the interior inspection.
 - b. Proposal shall include any costs associated with the inspection of the facilities and the preparation of the rehabilitation plan for each storage facility.

IX. TIME OF COMPLETION AND PRELIMINARY SCHEDULE

- A. The Bidder will furnish the city with a beginning date and ending date for the project(s).
- B. The City will extend days for completion depending on weather conditions; the City Manager will have final determination on any extension of time. Bidder accepts the provisions that for any delay that does not constitute an excusable delay under Section 108.09, of the CDOT Green Book, which is necessary to substantially complete the project, the Owner will deduct a daily charge of \$300.00 per calendar day as liquidated damages from the Contract price.
- C. Preliminary Project Schedule
 - February 7, 2022: First Publication of RFP Notice
 - February 7-21, 2022: Meeting/Site Visit by appointment
 - March 2, 2022: Proposals Due to the City of Wray by 2:00PM
 - March 8, 2022: Bids Reviewed by the Wray City Council
 - March 14, 2022: Work May Begin (Subject to City Approval)
 - May 15, 2022: Project completion and final inspection.

X. SUBMISSION REQUIREMENTS

- A. Bidder must compete and submit the itemized bid submittal form (Exhibit A) of RPF
- B. Bidder must provide a certificate of liability and worker's compensation, with the City of Wray as additionally insured.

- C. Bidder must be a qualified potable water tank inspector. Provide certification and expiration date.
- D. For proposals that exceed \$50,000 the following requirements are applicable:
- 1) Performance Bond will be in an amount not less the one hundred percent (100%) of the Contract Price but, in any event, shall provide for the completion of the project in accordance with the Contract Documents, with additional cost to the Owner.
 - 2) Payment Bond will be in an amount not less than one hundred percent (100%) of the Contract Price but, in any event, shall provide for the payment of all project costs in accordance with the Contract Documents, without additional cost to the Owner.
 - 3) Maintenance Bond will be so conditioned as to provide for the correction or replacement of any portion of the Work that proves defective in materials or workmanship for a period of one year following final acceptance of the project and shall cover not only the material but also the costs of removal, correction, re-construction and any other costs incurred in the repair of defective portion of the Work.
 - 4) Environmental Performance Bond for projects as required to comply with federal, state, and local regulations and environmental policies.

XI. CONTENTS OF PROPOSAL

The bidders interested in this project shall submit one (1) PDF copy, and/or one (1) hard copy of the proposal package. The proposal package shall include, but not be limited to, the following:

1. Provide a certificate of insurance to the City of Wray to prove that the contractor has liability coverage for not less than One Hundred Thousand Dollars (\$100,000) for property damage, Five Hundred Thousand (\$500,000) to any person for any number of claims arising out of a single occurrence for all damages other than property, and an aggregate of One Million Dollars (\$1,000,000) for all claims arising out of a single occurrence. The contractor must also provide proof of Workers Compensation insurance or proof that the contractor is otherwise fully complying with the Workers Compensation laws of the State of Colorado.

XII. TERMS AND CONDITIONS

1. Proposers are expected to examine exhibits, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to the responsible bidder whose submittal, conforming to the Request for Proposals, will be most advantageous to the City of Wray, price and other factors considered.
4. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The City's Representative will not be responsible for oral clarification.

5. All submittals must be received at the address and by the date and time specified herein.
6. Any submittal received after the identified date and time will be returned unopened.
7. Following the selection process, the proposal for the selected Proposer shall be made available for public review, except for any items that the Proposer has requested, in writing, to remain confidential under applicable law.
8. The City of Wray reserves the right to reject any or all proposals, to waive any informalities or irregularities therein, and to negotiate other terms in the proposals.

XIII. REQUESTS FOR CLARIFICATION

Any requests for clarification of additional information deemed necessary by any respondent to present a proposal shall be submitted in writing, via postal service or email, to James DePue, City Manager referencing this request.

Written requests must be received a minimum of five (5) calendar days prior to the submission deadline. Any requests received after this deadline will not be considered. All requests received prior to the deadline will be responded to by James DePue in the form of an addendum addressed to all prospective respondents.

Direct contact with City elected officials or City staff (with the exception of the City Manager) during the selection process, except when and in the manner expressly authorized by the Request for Proposal documents, is strictly prohibited and may render the submittal as non-compliant. Violation of this requirement is grounds for disqualification from the process.

XIV. EXHIBITS

- a. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following exhibits included and incorporated into this RFP:
 - i. Exhibit A: Bid Submittal

Exhibit A: Bid Submittal Form

Bidder Name: _____

Project Supervisor Name: _____

Phone: _____ Email: _____

Address: _____

Proposed Beginning Date: _____ Proposed Ending Date: _____

Cost per Complete Tank Inspection (Includes a detailed report with needed repairs or a suggested rehabilitation process)	Options/Comments
\$ _____	

1. Include a brief background information on your company, including the closest office location to the aforementioned property site for this project.

2. Provide a detailed discussion of the approach to the project including a breakdown and explanation of project tasks, an estimation of hours for individual tasks and sub-tasks, costs analysis including the identity, classification, and estimated hours for personnel and allowable direct costs.

3. Provide an outline of the timeline as well as an estimated start date and completion date.

4. Please list clients, including name and addresses, for which your company has completed similar work in the last two years.

Additional Information:

Bidder: [Indicate correct name of bidding entity]

By:

[Signature]:

[Printed name]:

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title: _____

Submittal Date:
