

Soq-5558-25-DD

Water Treatment Plant South Storage Tank Rehabilitation

RESPONSES DUE:

January 24, 2025, Prior to 2:00 P.M.

Accepting Electronic Responses Only <u>Through the Rocky Mountain E-Purchasing System (RMEPS)</u> <u>www.bidnetdirect.com/colorado</u>

(Purchasing Agent does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

> PURCHASING Agent: Dolly Daniels, Senior Buyer dollyd@gicity.org 970-256-4048

NOTE: All City solicitation openings will continue to be held virtually.

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Section 1.0: Administrative Information & Conditions for Submittal

- 1.1 A.D.A Document Compliance Requirements: All work documents, and/or bid/proposal documents submitted, as a result of this Solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- **1.2 Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions and procurement policies related to the solicitation process and the Project or Work outlined in the Statement of Qualifications (SOQ).
- **1.3 Issuing Office:** This Statement of Qualifications (SOQ) is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Dolly Daniels dollyd@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this Solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- **1.4 The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeable throughout this Solicitation.
- **1.5 Purpose:** The Owner is requesting qualifications from qualified, experienced Contractors, manufacturers, suppliers and applicators to determine how best to rehabilitate the ceiling of the south water storage steel tank, at the Grand Junction Water Treatment Plant (WTP), located at 244 26 1/4 Rd, Grand Junction, CO. This Solicitation may be the first of a two-phase process. The goal of the first phase, Statement of Qualifications (SOQ), is to determine a "short list" of Offerors, based on relevant experience and product solutions. The goal of the second phase, Request for Proposal (RFP), is to select a project proposal inclusive of a dollar amount.
- **1.6 Controlling Authority:** The 2024 version of the City <u>Procurement Policy</u> applies to this Solicitation.
- **1.7 Compliance:** All participating Offerors, by submitting a proposal, commit to adhere to all terms and conditions, requirements, and instructions in this SOQ as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to understand the requirements clearly, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

1.8 Submission: See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. To participate in the <u>solicitation</u> <u>opening</u>, please utilize the following information and link:

Solicitation Opening Water Treatment Plant South Storage Tank Rehabilitation SOQ-5558-25-DD Jan 24, 2025, 2:00 – 2:30 PM (America/Denver) Please join my meeting from your computer, tablet or smartphone. https://meet.goto.com/946827397 You can also dial in using your phone. Access Code: 946-827-397 United States: +1 (872) 240-3311 Join from a video-conferencing room or system. Meeting ID: 946-827-397 Dial in or type: 67.217.95.2 or inroomlink.goto.com Or dial directly: 946827397@67.217.95.2 or 67.217.95.2##946827397 Get the app now and be ready when your first meeting starts: https://meet.goto.com/install

- **1.8 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion:** The Offeror certifies, by submission of this qualification or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.
- **1.9** Altering Submittals: Any alterations made prior to opening date and time must be initialed by the signer of the submittal, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.
- **1.10 Modification and/or Withdrawal of Submittal:** Submittals may be modified or withdrawn in writing by the Bidder, duly executing and submitting to the place where Submittals are to be submitted at any time prior to the Solicitation Opening.
- **1.11** Acceptance of Submittal Content: The contents of the submittal of the successful Offeror shall become contractual obligations. Failure of the successful Offeror to accept these obligations in a Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations.
- **1.12 Exclusion:** No oral, telegraphic, or telephonic submittals shall be considered.
- **1.13** Addenda & Interpretations: If it becomes necessary to revise any part of this SOQ, a written addendum will be posted electronically on the City's website at https://www.gjcity.org/501/Purchasing-Bids. Addenda will also be issued electronically through BidNet at www.bidnetdirect.com/colorado. Offeror(s) shall acknowledge receipt of all addenda in its response.
- **1.14 Exceptions and Substitutions:** All submittals meeting the intent of this SOQ shall be considered for award. Offerors taking exception to the specifications/scope of Work/scope of Services shall do so at its own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Offeror

must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications/scope of Work/scope of Services. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a Contract, shall hold the Offeror responsible to perform in strict accordance with the specifications/scope of Work/scope of Services contained herein.

- **1.15 Confidential Material:** All materials submitted in response to this SOQ shall ultimately become public record and shall be subject to inspection after Contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors, and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "*Confidential Disclosure*" shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Agent. If denied, the Offeror shall have the opportunity to withdraw its entire submittal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- **1.16 Response Material Ownership**: All submittals become the property of the Owner upon receipt and shall only be returned to the Offeror at the Owner's option. Selection or rejection of the submittal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any submittal received in response to this SOQ, subject to limitations outlined in the section entitled "Confidential Material". Disqualification of a submittal does not eliminate this right.
- **1.17 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate its responsibility. A prospective Offeror must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
- **1.18 Open Records:** Submittals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, its representatives and interested persons may be present. Submittals shall be received and acknowledged only so as to avoid disclosure of process. However, all submittals shall be open for public inspection after the Contract is awarded. Trade secrets and confidential information contained in the submittal so identified by Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

Section 2.0: General Contract Terms and Conditions

2.1 Acceptance of SOQ Terms: An Offeror's submittal in response to this SOQ shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the SOQ acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its submittal and the Owner's SOQ requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the SOQ.

- **2.2 Execution, Correlation, Intent, and Interpretations:** Owner will provide the Contract. By executing the Contract, the Offeror represents that it has familiarized itself with the local conditions under which the Work/Services is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the scope of work/scope of services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications, and scopes copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one Contract set for each party to the Contract, are to be returned to the Owner on request at the completion of the Work/Services.
- **2.3 Permits, Fees, & Notices:** The Offeror shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Offeror shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Services. If the Offeror observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Offeror performs any services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable.
- **2.4 Responsibility for Those Performing the Work:** The Offeror shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a Contract with the Offeror.
- 2.5 Changes in the Work: The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract Documents. A Change Order/Amendment is a written order to the Offeror signed by the Purchasing Agent and issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- **2.6 Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.7 Uncovering & Correction of Work: The Offeror shall promptly correct all Work found by the Owner as defective or as failing to conform to the Contract Documents. The Offeror shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional Work thereby made necessary. The Owner shall give such notice promptly after discovery of non-conforming Work. All such non-conforming Work under the above paragraphs shall be corrected to comply with the Contract Documents without cost to the Owner.

- **2.8 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Purchasing Agent.
- **2.9** Assignment: The Offeror shall not sell, assign, transfer or convey any Contract resulting from this SOQ, in whole or in part, without the prior written approval from the Owner.
- **2.10 Compliance with Laws:** Submittals must comply with all Federal, State, County and local laws governing or covering this type of Work and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- **2.11 Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Work to be done or information that comes to the attention of the Offeror during the course of performing such Work is to be kept strictly confidential.
- **2.12 Conflict of Interest:** No public official and/or Owner employee shall have interest in any Contract resulting from this SOQ.
- **2.13 Contract:** This Statement of Qualifications, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a Contract equally binding between the Owner and Offeror. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the submittal documents. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.14 Project Manager: The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.15 Contract Termination: This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- **2.16 Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.17 Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of the State of Colorado.
- **2.18 Expenses:** Expenses incurred by prospective Offerors in preparation, submission and presentation of this SOQ are the responsibility of the Offeror and cannot be charged to the Owner.
- **2.19 Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- **2.20** Failure to Deliver: In the event of failure of the Offeror to deliver Work in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- **2.21** Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- **2.22 Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the Contract.
- **2.23 Indemnification:** Offeror shall defend, indemnify and save harmless the City, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.24 Independent Contractor: The Offeror shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- **2.25** Nonconforming Terms and Conditions: A submittal that includes terms and conditions that do not conform to the terms and conditions of this Statement of Qualifications is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by

the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- **2.26 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- **2.27 Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City.
- **2.28 Patents/Copyrights:** The Offeror agrees to protect the City from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this SOQ.
- **2.29 Venue**: Any agreement as a result of responding to this SOQ shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- **2.30 Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense against any action arising in conjunction to this agreement.
- 2.31 Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Owner's budget, approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any Contract will be subject to and must contain a governmental non-appropriation of funds clause.
- **2.32** Collusion Clause: Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) shall be rejected if there is evidence or reason for believing that collusion exists among the Offerors. The Owner may or may not, at the discretion of the City Purchasing Agent, accept future proposals for the same service or commodities for participants in such collusion.
- **2.33 Gratuities:** The Offeror certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Contract. If the Offeror breaches or violates this warranty, the Owner may, at its discretion, terminate this Contract without liability to the Owner.
- **2.34 Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting Contract award.
- **2.35 Benefit Claims:** The Owner shall not provide the Offeror with any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- **2.36 Default:** The Owner reserves the right to terminate the Contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like Services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.37 Multiple Offers: Offerors must determine for itself which method of Work to offer. If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Submittal". The Owner reserves the right to make award in the best interest of the Owner.
- **2.38 Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Submittal. The quantities furnished in this submittal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- **2.39 Public Disclosure Record:** If the Offeror has knowledge of its employee(s) or sub-Offerors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2.40 Definitions:

2.40.1 "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.

2.40.2 "Consultant," "Developer," "Contractor" or "Firm" denotes the individual, partnership, Firm, organization, corporation, or entity explicitly designated as such within the proposal and consistently referenced within the Contract. The terminology encompasses the said entity itself, its authorized representative(s), or any agent duly appointed to act on behalf of the party for the execution of the contracted service(s).

2.40.3 "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Consultant as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.

2.40.4 "Key Personnel" designates the crucial individual(s) from the Contractor essential for the successful execution and completion of the Project. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.

2.40.5 "Offeror" refers to the person(s) legally authorized by the Contractor to make an offer and/or submit a response fee proposal in response to the SOQ.

2.40.6 "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverables and outcome.

2.40.7 "Work" includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.

2.40.8 "Subcontractor" is a person(s) or organization that has a direct contract with the Contractor to perform any of the Work. The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

Section 3.0: Insurance Requirements

3.1 Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident, ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations),

personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

(c) **Comprehensive Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate

3.2 Additional Insured Endorsement: The policies required by paragraphs (a), (d), and (e) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Scope of Services

- 4.1 Overview/Information: It is the intent of this SOQ to provide interested Contractors with sufficient information to enable it to prepare and submit statements of qualifications for the Project. Based on a rating of the qualified submittals by the City's Evaluation Committee, a "short list" of the most qualified Contractors will be developed. <u>Only the top "short list"</u> <u>Contractors will receive the subsequent Request for Proposal.</u>
- 4.2 Purpose: The Owner is requesting qualifications from qualified, experienced Contractors, manufacturers, suppliers and applicators to determine how best to rehabilitate the ceiling of the south water storage steel tank, at the Grand Junction Water Treatment Plant (WTP), located at 244 26 1/4 Rd, Grand Junction, CO. Recommendations should include extent of repair, product selection, application and follow all required standards. Pricing is not to be included with this SOQ submittal.
- **4.3 Background:** The City of Grand Junction stores potable water in two 4-million-gallon steel tanks at the Water Treatment Plant (WTP), located at 244 26 1/4 Rd. These tanks were constructed in 1968, and the interiors were recoated in 1981, 1998 and 2014. A subsequent warranty inspection found that the coating on the south tank's ceiling had significant peeling. In 2017 the south tank's ceiling was recoated to resolve these defects. A 2024 annual inspection (see Attachment A) observed the coating on the south tank ceiling was peeling and the coating on the vertical columns had cracks.



4.3.1 South Tank Description: The south tank is a welded steel tank measuring 170' diameter by 24' high walls, for a volume of 4-million-gallons (see Attachment B). The tank roof is made of steel plates resting on 174 rafters, which are supported by two rings of girders, the tank wall and center column. The girders form an inner ring of 6 girders, supported by 6 columns, and an outer ring of 12 girders, supported by 12 columns. Each column is supported by a base. Additional interior features include vent, 30" steel inlet pipe, 16" overflow pipe, sump & drain, manual water level float, ladder, two access hatches and pressure manhole. The south tank uses an impressed current cathodic protection system to reduce corrosion. The most recent coatings used for the south tank interior are: Tnemec Series 91 Hydro Zinc Primer, Tnemec Series N140F Polyamine Epoxy and Tnemec Series FC20 Polyamine Epoxy (used for warranty repair).

4.4 Attachments:

Attachment A – 2024 South Tank Inspection Attachment B – South Tank Details

4.5 Tentative Calendar of Events:

Statement of Qualifications Available Inquiry Deadline, No Questions After This Date Addendum Issued, If Needed Submittal Deadline for Statement of Qualifications Evaluation of Qualifications Interviews (If Required) Final Selection for Receipt of RFP RFP Issued No Later Than Approximate Start of Work December 31, 2024 January 13, 2025 January 15, 2025 January 24, 2025 January 27 – 31, 2025 Week of February 10, 2025 February 17, 2025 March 10, 2025 October 2025

4.6 Questions Regarding Scope of Services: Dolly Daniels, Senior Buyer dollyd@gicity.org

Section 5.0: Submittal Requirements and Instructions

- 5.0 Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Agent does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603). For proper comparison and evaluation, the City requests that proposals be formatted as directed in the section titled "Administrative Requirements and Instructions". Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted A to F. Submittals received that fail to follow this format may be ruled non-responsive.
- A. **Cover Letter:** A brief cover letter shall be provided which explains the Contractor's interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Contractor's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the Contractor. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Contractor. By submitting a response to this solicitation, the Contractor agrees to all requirements herein.
- **B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications for consideration as a contract provider to the Owner and include prior experience. Include background information and capabilities of Contractor's principals and the individual staff to be assigned to this project. For each key team member, submit a brief narrative of previous experience. Provide evidence of your experience and expertise with regard to this project.
- **C. Development Plan Approach (Strategy and Implementation):** Describe the Contractor's interpretation of the Owner's objectives with regard to this SOQ.
 - 1 The extent of repairs has not been decided. Discuss the merits of a "spot repair" of effected areas, recoating all surfaces above the waterline, recoating the entire tank interior.
 - 2 Suggest product(s) to be used to rehabilitate the south water tank.
 - 3 Develop a plan to rehabilitate the south water tank. The plan should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the SOQ objectives are accomplished.
 - 4 Include a **time schedule** for completion of the Contractor's development plan.
 - 5 The Contractor may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy these requirements.
- **D. References:** A <u>minimum of three</u> references inclusive of summaries and project descriptions of) projects completed within the last ten (10) years similar in nature, scope, complexity, and size. Include project information, and reference names, telephone numbers and email addresses for each project.

- E. Solicitation Response Form: Offerors shall complete and submit the attached Solicitation Response Form with its proposal response.
- **F.** Additional Data (optional): Provide any additional information that will aid in evaluation of your qualifications with respect to this Project.

Section 6.0: Evaluation Criteria and Factors

6.1 Evaluation: An evaluation team consisting of Subject Matter Experts for the City of Grand Junction shall review all responses and select proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

6.2 Intent: Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Contractor's ability to provide the Work described herein.

6.3 Evaluation Summary: Proposals will be prioritized based on the criteria and values described below. The City reserves the right to reject any, and all portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Offeror, or service provider in determining a final award(s), if any.

 Responsibility 	nsiveness of Submittal to the RFP – Ten (10) %
(Contractorin all resp	or has submitted a proposal that is fully comprehensive, inclusive, and conform ects to the Statement of Qualifications (SOQ) and all its requirements, includin and substances).
Unders	standing of the Project and Objectives - Ten (10) %
(Contracto	or's ability to demonstrate a thorough understanding of the Owner's goa to this specific Project)
	cations, Experience, Credentials, Key Personnel – Twenty (20) % or's proven proficiency in the successful completion of similar Projects.)
(Contracto Project, a	pment Plan (Strategy & Implementation) Approach - Thirty (30) % or has provided a clear interpretation of the Owner's objectives regarding the and a fully comprehensive plan to achieve successful completion. See Section 5. ttal Requirements and Instructions, Item C. – Development Plan Approach for

- **6.4 Shortlisting Offerors**: The City anticipates to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
 - All proposals will be reviewed for compliance with mandatory requirements as outlined in this SOQ. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Offerors for clarification of its proposal.
 - Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.

- 6.5 Interviews: Should the Owner deem it necessary to conduct interviews, only respondents who exhibit the requisite qualifications and experience for the project will be eligible to participate in interviews or presentations. The Owner reserves the right to invite the highest-rated Offeror(s) to engage in a virtual or in-person interview(s) as deemed necessary.
- **6.6** Award: Contractors shall be ranked or disqualified based on the criteria listed in Section 6.3. The Owner reserves the right to consider all the information submitted and/or oral presentations, if required, in selecting the Consultant.

Section 7.0: Solicitation Response Form SOQ-5558-25-DD Water Treatment Plant South Storage Tank Rehabilitation"

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Statement of Qualifications and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services in accordance with the terms and conditions contained in this Statement of Qualifications and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- No attempt has been made nor will be to induce any other person or Contractor to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer regarding supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Owner of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of ______ percent of the net dollar will be offered to the Owner if the invoice is paid within ______ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)	
Authorized Agent Signature	Phone Number	
Address of Offeror	E-mail Address of Agent	
City, State, and Zip Code	Date	





City of Grand Junction Field Report 25-Sep-24

Underwater Cleaning & Inspection 4,000,000 Gallon South Tank Potable Water Storage Tank

Submitted To:

City of Grand Junction Andy Thatcher 244 26 1/4 rd Grand Junction CO 81503

> Phone: 970-245-8999

> Submitted By:

Potable Divers Inc. PO Box 474 Vernal, UT 84078-0474

Phone: (866) 789-3483

E-mail david@potabledivers.com

Andy Johnson Dive Supervisor

EXTERIOR ROOF

Safety Rail					
Satisfactory	Y	Х	Ν		
Coating	Fair	condi	tion		
Welds	Good	d con	ditio	n	
Corrosion	1% Y	Х	Ν		
Coating			_		
Satisfactory	Fair	Х	Ν		
Oxidized	Y	Х	Ν		
Pitting	Y		Ν	Х	
Delamination	Y	Х	Ν		
Corrosion	Y	Х	Ν		
Seams/Welds	Good	d-fair	cond	dition	
Low Spots	Y	Х	Ν		

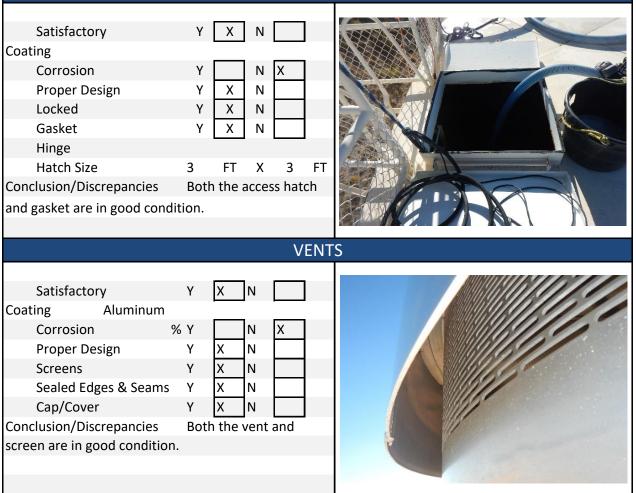
None

Cathodic Protection Plates



Conclusion/Discrepancies: Roof coating is slightly oxidized. There numerous areas of low spots along the roof panel weld seams. Roof has low spots allowing water to pool causing dealmination of the coating in a few areas. Recommend touching up these areas before the delamination becomes worse.

ACCESS HATCH



	EXTERIOR	SHELL
Rings		
Chime	Good condition	
2nd Weld Ring	Good condition	
3rd Weld Ring	Good condition	
4th Weld Ring		
5th Weld Ring		
Ring(s) 4 in all		
Wall to Roof Seam	Good condition	
Coating		
Satisfactory	Y X N	
Oxidized	Y X N	
Pitting	Y N X	
Delamination	Y N X	
Corrosion	Y N X	
Conclusion/Discrepancies	Shell coating is slightly	
oxidized no other issues no	ted.	
	EXTERIOR L	ADDER
Construction	Coated steel	
Satisfactory	Y X N	
Coating		
Satisfactory	Y X N	n his
Oxidized	Y N	
Pitting	Y N X	
Delamination	Y N X	
Corrosion	% Y N X	
Welds/Joints	Good condition	
Supports	Good condition	
Safety Cage/Climb	Y X N	
Conclusion/Discrepancies	Slight oxidation was	
noted. Ladder is in good co	ndition and safe for use.	
	OVERFLOW ST	RUCTURE
Coating		PHBLE DIVERS
Satisfactory	Y N	ABLE DIVERO
Oxidized	Y N	23 (O)
Pitting	Y N	
Delamination	Y N	
Corrosion	% Y N	PDI
Welds/Joints		
Supports		
Screens	Y N	
Attachments		
Foundation		6
Conclusion/Discrepancies	Internal	866-789-3483

FOUNDA	TION
Concrete Slab/Ring Retention Satisfactory Y X N Cracking Y X N Spalling Y N X Spalling Y N X Exposed Aggregate Y N X Erosion Undermining Y N X Seismic Restraints Corrosion Y N Tight Y N Image: Concrete retention ring has superficial cosmetic cracks. Image: Concrete retention ring Image: Concrete retention ring	
MANWAY E	INTRIES
Coating Satisfactory Fair X N Oxidized Y X N Pitting Y N X Delamination Y N X Corrosion 1% Y X N Welds/Joints Good condition Conclusion/Discrepancies Minor surface corrosion was noted. Slight oxidation of the coating was noted. Slight oxidation of the coating	
MANUAL LEVEL	INDICATOR
Target in place Y X N Image: Staff Gauge Readable Y	

	INTERIOR ROOF
Coating	
Satisfactory	YNX
Blistering	Y N X
Cracking	YXN
Peeling	Y X N
Holidays	Y N X
Corrosion 5%	
Seams/Welds	Good-fair condition
Trusses	Coating delamination
Gussets	Good-fair condition
Coating	
Blistering	YNX
Cracking	Y N X
Peeling	
Holidays	
Corrosion 5%	
	Good-fair condition
Vent Penetration	
Roof Hatch	Good-fair condition
Conclusion/Discrepancies:	Corrosion was noted where the roof panels rest on top of the trusses
Coating is delaminating from	the roof panels exposing the undercoat.
	INTERIOR SHELL
Coating	
Satisfactory	Y X N
Blistering	Y N X
Cracking	Y N X
Peeling	Y N X
Holidays	Y N X
Pitting	Y N X
Corrosion 5%	5 Y X N
Seams/Welds	Good-fair condition
Rings	
Chime	Good condition
2nd Weld Ring	Good condition
3rd Weld Ring	Good condition
4th Weld Ring	
5th Weld Ring	
Ring(s)	4 in all
Wall to Roof Seam	Good-fair condition
Baffle/Support Walls	None
Conclusion/Discrepancies:	Minor corrosion where the shell and roof meet

SUPPORT COLUMNS			
Coating			
Satisfactory	Y N X		
Blistering	Y N X		
Cracking	Y X N		
Peeling	Y X N		
Holidays	Y N X		
Pitting	Y N X		
Corrosion 5%	6 Y X N		
Seams/Welds	Good condition		
Floor/Base Plates	Good condition		
Construction	Coated steel		
Conclusion/Discrepancies:	A few of the columns		
have extensive cracking and	delamination of the coatin	ng.	
	FLOO	R	
Coating			
Satisfactory	Y X N		
Blistering	Y N X		
Cracking	Y N X		
Peeling	Y N X		
Holidays	Y N X		
Pitting	Y N X		
Corrosion %		· · ·	
Seams/Welds	Good condition		
Conclusion/Discrepancies:	Floor and coating are	· · ·	
in good condition. No issues	noted.		
Sediment Depth	1/16''		
Sediment Depth	MANWAY E		
Coating			
Satisfactory	Y X N		
Blistering	Y N X		
Cracking	Y N X		
Peeling	Y N X		
Holidays	Y N X		
Pitting	Y N X	< 1	
Corrosion	Y N X		
Seams/Welds	Good condition		
Conclusion/Discrepancies:	No issues noted.		

LADDE	R
ConstructionCoated steelSatisfactoryYXNCoatingXNXSatisfactoryYXNBlisteringYNXCrackingYNXPeelingYNXHolidaysYNXPittingYNXSeams/WeldsGood conditionSafety Cage/ClimbYNXConclusion/Discrepancies:Ladder is in good conditionand safe for use.X	
OVERFL	OW
Location 8 o'clock Coating Satisfactory Y X N Blistering Y N X Cracking Y N X Peeling Y N X Holidays Y N X Holidays Y N X Pitting Y N X Corrosion Y N X Seams/Welds Good condition Conclusion/Discrepancies: No issues noted.	
MANUAL LEVEL	INDICATOR
Float Y X N	

APPURTENANCES			
Influent			
Coating	a mark		
Satisfactory Y X N			
Blistering Y N X	A CONTRACTOR OF A		
Cracking Y N X			
Peeling Y N X			
Holidays Y N X	J J J J J J J J J J J J J J J J J J J		
Pitting Y N X			
Corrosion 1% Y X N			
Seams/Welds Good condition			
Conclusion/Discrepancies: Minor surface			
corrosion on the exterior lip of the pipe.			
Effluent			
Coating			
Satisfactory Y X N			
Blistering Y N X			
Cracking Y N X			
Peeling Y N X			
Holidays Y N X			
Pitting Y N X			
Corrosion 1% Y X N			
Seams/Welds Good-fair condition			
Conclusion/Discrepancies: Minor corrosion on the			
exterior lip of the pipe.			
Drain			
Coating	the second second		
Satisfactory Y X N			
Blistering Y N X			
Cracking Y N X			
Peeling Y N X			
Holidays Y N X			
Pitting Y N X			
Corrosion 1% Y X N X			
Seams/Welds Good condition			
Conclusion/Discrepancies: Minor corrosion in			
interior of the drain pipe.			

Conclusion

Based on the results of this underwater inspection and the cleaning which took place, it appears this tank is in full operational condition and should continue to provide a reliable water storage capacity for potable water use with proper maintenance.

Recommendations

PDI concurs with the recommendations of AWWA that all potable water reservoirs or storage tanks be cleaned and inspected at least every five years and in some cases, depending upon source waters, type and quantities of sediment, and presence (or lack thereof) of cathodic protection systems, more frequently.

The following recommendations are made to provide continued, uninterrupted service of your water storage tank:

- 1 Your tank should be inspected and cleaned every five years, as suggested by the AWWA. Routine inspections and cleanings provide ample time to perform remedial repairs to abnormalities discovered before having a chance to become problematic.
- 2 Exterior roof has numerous low areas a few of the low areas are allowing water to pool causing the coating to delaminate recommend touching up these areas to prevent additional corrosion and possible pitting of the steel.
- 3 Interior roof coating is cracking and large areas of coating delamination was noted corrosion is starting to set in recommend recoating the interior roof.

