



1355 Capital Blvd. • PO Box 30013 • Reno, NV 89520-30
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Notice to Bidders
THIS IS NOT AN ORDER

ADVERTISED BID #1011-130
RELEASE DATE: August 30, 2010

SEALED BIDS must be submitted to **TRUCKEE MEADOWS WATER AUTHORITY** (TMWA), in person to 1355 Capital Blvd., Reno, NV 89502 or by mail to P.O.Box 30013, Reno, NV 89520-3013, by not later than 3:00 p.m. on September 14, 2010. Bids received after the date and time set for receipt will be **REJECTED**.

BID OPENING will be held publicly at 3:05 p.m. on September 14, 2010 at 1355 Capital Blvd., Reno, NV 89502 .

BID AWARD is scheduled to be made by September 24, 2010.

PRICES must be quoted FOB Reno, Nevada.

BID DOCUMENTS may be downloaded from TMWA's web site at http://www.tmh2o.com/about_us/doingbusinesswithtmwa/.

ADDENDUMS are distributed from TMWA's web site at http://www.tmh2o.com/about_us/doingbusinesswithtmwa/. It is each bidder's responsibility to ensure that they have received all Addendums prior to submission of their bid.

COMPLETION DATE: All work shall be completed by June 30, 2011. TMWA anticipates all inspections to be completed by April 1, 2011.

2010-2011 Tank Inspection and/or Cleaning Services

Truckee Meadows Water Authority is seeking sealed bids for UNDERWATER INSPECTION AND/OR CLEANING OF WATER STORAGE FACILITIES for 2009-2010 fiscal year. The intent of this Invitation to Bid is to select an individual or organization qualified to conduct underwater inspections and or cleaning in order to physically inspect and/or clean the interior of water storage tanks and covered and lined reservoirs in the Reno, Sparks, Washoe County, Nevada area for the Truckee Meadows Water Authority hereafter known as “TMWA”. Those so qualified shall include:

- Engineering organizations whose principles are registered professional engineers, with specialization in underwater inspection and cleaning service and having experience in the inspection and cleaning of steel and concrete structures and lined reservoirs.
- Licensed engineers with underwater inspection and or cleaning experience, whose practice has included substantial or major attention to steel and concrete construction
- Inspection or safety agencies that are empowered to render inspection and cleaning service of steel and concrete tanks in the State of Nevada, with experience in steel and concrete construction and maintenance, if such inspection services involve the employment of personnel experienced in underwater inspection.
- An organization that has a proven track record of work in this area and has proven that their organization does have the education, competence and expertise in performing underwater inspection or cleaning of water storage tanks and lined and covered reservoirs.

Justine Chambers, Purchasing/Contracts Administrator

1. **NOTICE OF RIGHTS**

- 1.1. TMWA reserves the right to reject any or all bids or any part thereof, and to waive any informalities or irregularities.
- 1.2. TMWA reserves the right to require such surety as may be deemed necessary for the protection of TMWA, or to ensure the satisfactory performance of a contractor in accordance with the specifications and bid documents.
- 1.3. TMWA reserves the right to withhold award for a period of thirty (30) days from the date of bid opening. Therefore, responses to this bid shall be valid for a period of thirty (30) days from the date required for receipt of bids.
- 1.4. TMWA reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve TMWA's best interest. Bids identified on the basis of "ALL OR NOTHING" will be excluded from this provision.
- 1.5. TMWA, and its joiners, are tax exempt public entities and are not subject to federal excise, state or local taxes. Exemption numbers or certificates shall be furnished upon request.
- 1.6. TMWA may require prior to bid award an onsite demonstration of any item proposed at bidder's expense.
- 1.7. The Purchasing/Contracts Administrator for TMWA, acting as the Administrator of this contract, may audit any and all records pertaining hereto. He shall have access to view all equipment and facilities utilized by the Contractor. Such access shall be to determine the ability of the Contractor to perform in accordance with the provisions of these documents.

2. **RIGHT OF JOINDER CONTRACTS:**

- 2.1. TMWA reserves the right, pursuant to Nevada Revised Statutes 332.195 to allow other public entities, whose requirements and standards coincide herewith, to join or use this contract throughout the term of this contract.
- 2.2. Any entity joining herewith shall have and reserve any and all rights held by TMWA herein and shall be given equal consideration.
- 2.3. TMWA shall require any public entity joining herewith to commit and pay for such equipment or product(s) by means of their individual accounting and Purchasing & Contracts Department.

3. **PREPARATION OF BIDS:**

- 3.1. Bids must be submitted in accordance with any document attached hereto and made an integral part hereof.

- 3.2. Bids must be submitted on forms supplied by TMWA and presented according to the instructions for the submission of bids.
- 3.3. Bidders are expected to examine these documents carefully. Failure to do so will be at the bidder's risk.
- 3.4. Bidders are urged to proofread their bids carefully for any errors.
- 3.5. Any irregularities or lack of clarity in any of the bid documents should be brought to the attention of the Purchasing/Contracts Administrator as soon as possible so that corrective addenda may be furnished to all bidders.
- 3.6. Alterations or erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Any corrections must be initialed, in ink, by each person signing the bid.
- 3.7. In the case of a difference between written words and figures, the amount stated in written words shall govern.
- 3.8. In the case of a difference between a unit price and the extended price, the unit price shall govern.
- 3.9. All prices shall be F.O.B. TMWA. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.
- 3.10. If the bidder proposes to modify a product so as to make it conform to the requirements of this bid, he shall make a request prior to bid opening. Any request for modification will be approved or not-approved by addendum to all bidders.
- 3.11. TMWA reserves the right to accept or reject any or all alternatives or exceptions offered, based solely on the value of said alternatives or exceptions to TMWA.

4. **COLLUSION, DISCRIMINATION AND/OR PRICE FIXING:**

4.1. The bidder certifies that any and all prices which he may charge under the terms of the contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The bidder agrees to indemnify, exonerate, and hold TMWA, and any of its joiners, harmless from liability for any such .

6. **SUBMITTAL OF BIDS:**

6.1. **Acknowledgment:** The successful bidder understands and acknowledges, when signing this bid solicitation, that if he fails to provide the product(s) within the requirements of the

delivery schedule, or if he fails to satisfy the requirements of these documents or any guarantee or warranty by not performing in accordance therewith, that such failure shall be deemed a material breach and TMWA may pursue all remedies available at law.

6.1.1. No bidder may assign any agreement resulting from award of this bid without the express written permission of the TMWA Purchasing/Contracts Administrator or designee.

6.1.2. All bidders must hold all valid licenses and permits required for the business they seek to perform prior to any bid being awarded. However, possession of said license(s) is not a prerequisite for bidding.

6.2. The entire Proposal Summary shall be enclosed in a sealed envelope addressed to:

Truckee Meadows Water Authority (TMWA) Attention Justine Chambers:
(Physical Address) 1355 Capital Blvd., Reno, NV 89502 (775) 834-8056
(Mailing Address) P.O. Box 30013, Reno, NV 89520-3013

6.3. All signatures must be original. Copies will not be accepted.

6.4. All bids must be sealed. TMWA will not be responsible for the premature opening of a bid not properly addressed or identified. Clearly identify on the outside of the envelope the following information: The Contract Number, The Descriptive Project Name, The Date and Time the Submission is Due.

6.5. All bids received after the date and time set for receipt will be **REJECTED**.

6.6. No bids will be accepted by Facsimile transmission.

6.7. Bids may be modified by written notice provided such notice is received prior to the date and time set for receipt of bids. Facsimile modifications will not be accepted.

6.8. When a bid bond is required, said bond will be acceptable only in the form of a certified check, cashier's check, or a bond issued by a reputable solvent surety company authorized to do business in the State of Nevada.

7. WITHDRAWAL OF BIDS

8.1. Bids may be withdrawn by written notice, provided such notice is received prior to the date and time set for receipt of bids.

8.2. Notice of withdrawals received after the bid opening will not be considered.

9. **APPEAL BY UNSUCCESSFUL BIDDER(S)**

9.1. The Truckee Meadows Water Authority Contracts Division will post the recommendation for award of this Contract on the website: http://www.tmh2o.com/about_us/doingbusinesswithtmwa/. Any Bidder which submitted a bid to TMWA may protest the recommendation for award in accordance with the procedures set forth in NRS 338.142.

9.2. The protest must be submitted in writing to TMWA's Purchasing and Contracts Administrator. In addition to any other information required by law, the protest shall include the following information:

9.3. The alleged violations(s) of:

- 9.3.1.1. Contract Documents referencing page number, item, and paragraph.
- 9.3.1.2. Nevada Revised Statutes referencing the specific chapter, section, and subsection.
- 9.3.1.3. Local codes or ordinances referencing section number.

9.3.1.4. Supporting documentation such as Nevada State Contractors Board licensing information or other detailed proof to substantiate the protest.

9.4. The Bidder filing the protest shall, at the time the protest is filed, post a bond with a good and solvent surety authorized to do business in the state of Nevada, or submit a cashiers check, money order, or certified check, to TMWA who will hold the bond or other security until a determination is made on the protest. The bond or other security submitted with the protest shall be in an amount equal to the lesser of 25 percent of the total Base Bid submitted by the Bidder filing the protest, or \$250,000.00.

9.5. If the protest is upheld, the bond or other security will be returned to the Bidder who submitted the protest.

9.6. If the protest is rejected, a claim may be made by TMWA against the bond or other security in an amount equal to the expenses incurred by TMWA because of the unsuccessful protest. Any money remaining after the claim has been satisfied will be returned to the Bidder who posted the bond or submitted the security.

9.7. The protest filed in accordance with these provisions operates as a stay of action in relation to award of the Contract until a determination is made by TMWA on the protest.

9.8. An unsuccessful Bidder may not seek any type of judicial intervention until TMWA has made a determination on the protest and awarded the Contract.

9.9. TMWA will not be liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a Bidder, whether or not the Bidder files the protest.

9.10. TMWA's Administrator of Purchasing and Contracts will promptly issue a decision in writing to the protester and any other intervening party. If the protester or any other intervening party wishes to appeal the decision rendered by TMWA's Administrator of Purchasing and Contracts to the TMWA Board, such appeal shall be made within 48 hours from receipt of the decision by submitting a notice of appeal in writing to TMWA's Administrator of Purchasing and Contracts.

9.11. An award recommendation will be made and presented to the Truckee Meadows Water Authority Board for a final decision.

9.12. TMWA will not consider protests unless the procedures specified in this Section are followed.

10. AWARD OF CONTRACT

10.1. TMWA will award the bid/contract on the basis of the bid or bids most advantageous in consideration of the criteria set forth in the State of Nevada Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes. The evaluation of bids and the determination as to the quality of the product(s) offered shall be the responsibility of TMWA and will be based on information furnished by the bidder in his responding proposal, as well as other information reasonably available. In determining whether a bid is most advantageous, in addition to price, TMWA may consider the following:

- 10.1.1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- 10.1.2. Whether the bidder can perform the contract or provide the service promptly, and within the time specified without delay or interference;
- 10.1.3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- 10.1.4. The quality of performance on previous contracts;
- 10.1.5. Previous compliance of laws or ordinances by the bidder;
- 10.1.6. The financial responsibility of the bidder to perform under the contract or provide the service;
- 10.1.7. The limitations of any license the bidder may be required to possess;
- 10.1.8. The quality, availability, and adaptability of the product or service;
- 10.1.9. The ability of the bidder to provide future maintenance and/or service;

- 10.1.10. The number and scope of conditions attached to the bid; and
- 10.1.11. The life cycle, maintenance and performance of the equipment or product being offered.
- 10.2. A Purchase Order, faxed, mailed or otherwise furnished by the Purchasing & Contracts Department, to the successful bidder, is a binding contract without further action by either party.
- 10.3. After the award of bid, TMWA will post a notification of who the contract was awarded to on the web site: http://www.tmh2o.com/about_us/doingbusinesswithtmwa/. All money order's or cashier's checks received will be returned within two (2) weeks from award of contract.

11. **TELEPHONE CONTACT:**

11.1. Awardee(s) shall be required to maintain telephone service such that TMWA may contact or leave a message for the Awardee(s) or their designee at any time. Awardee(s) shall provide advance notice to TMWA Purchasing & Contracts of any change in telephone number.

12. **HAZARDOUS SUBSTANCES AND MATERIAL:**

12.1. Awardee(s) agrees to submit complete and up-to-date Material Safety Data Sheets, herein referred to as MSDS, as defined and prescribed in 29 C.F.R. Section 1910.1200 on all chemicals/materials to be utilized in the performance of services as specified herein.

12.2. Awardee(s) shall submit all applicable MSDS to TMWA with the initial shipments of services.

12.3. Awardee(s) shall maintain on-site MSDS for chemicals/materials in storage or in use at any TMWA Facility, and conform with all applicable safety requirements regarding same, including the labeling of all secondary containers as to their contents.

13. **INDEMNIFICATION:**

13.1. Awardee(s) shall be required to indemnify and hold TMWA, including its joiners, officers, employees, and its agent's harmless from any liability with respect to, but not limited to, claims for damages as a result of bodily injury, sickness, disease, death, or property damage arising or resulting from the bidder fulfilling his responsibilities according to the bid documents and subsequent contract.

14. **COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:**

14.1. Awardee(s) shall at all times comply with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.

15. **COPYRIGHTS AND PATENTS:**

15.1. The successful bidder hereby guarantees that he will have full legal right of all processes, programs, methods, and techniques employed under the construction, production, and performance of the contract, and agrees to pay all rents, fees, and royalties of every description on any and all patents or patent rights, or copyrights, covering said processes, programs, methods, or techniques.

16. **WARRANTY AND GUARANTEES:**

16.1. The successful bidder agrees that any warranty or guarantee provided for herein or in the specifications shall not be considered as the exclusive remedy of TMWA, or its joiners, for any default in any respect by the bidder, but such warranty or guarantee shall be considered to be in addition to any right or remedy hereunder or otherwise allowed by law, equity, or statute.

17. **STATUS OF AWARDEE:**

17.1. Awardee(s) shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of TMWA.

17.2. The Awardee warrants that all persons employed by them to service in any way the equipment placed with TMWA as a result of this bid, have satisfactory past records indicating their ability and capability to accept the responsibilities anticipated with this type of work. All employees shall be required to present identification furnished by Awardee to establish their right to work on the equipment.

18. **ESCALATION AND DE-ESCALATION:**

Products supplied pursuant to the provisions of this Contract shall be subject to escalation and/or de-escalation of prices as indicated herein; (i.e., conditions brought about due to market fluctuation may result in such changes). Escalation and/or de-escalation shall be as set forth by the following provisions:

18.1. **Price Reductions:** If, during the term of the contract, the successful bidder reduces any or all prices charged to any customer other than TMWA, or its joiners, for the same equipment of the equivalent quantity, quality, delivery, performance and warranty, as said equipment specified herein, the bidders shall make an equivalent reduction for TMWA, and its joiners, in corresponding prices.

18.2. **Base Price:** For purposes of bid solicitation and contract award, the base price shall be established by the respondent's proposal to this Bid. This price, once the Bid is opened and award made, shall not be changed except as provided herein.

18.3. **Taxes:** TMWA, and its joiners, as political subdivisions of the State of Nevada are eligible tax exempt entities and are not subject to sales tax or Federal Excise Tax.

18.4. **De-escalation:**

18.4.1. Adjustments decreasing the "Base Price" shall be concurrent with the Contractor's price from his supplier(s). Should the Contractor have legal access to more than one supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and responsible supplier capable of providing products that meet or exceed the requirements of the contract.

18.4.2. The Contractor shall promptly notify the Purchasing/Contracts Administrator of the adjusted price, product involved, and the date of effect.

18.5. **Escalation:**

18.5.1. Adjustments increasing the "Base Price" may be concurrent with the Contractor's price from his supplier(s), provided the Contractor can substantiate the necessity for such an adjustment, and that it is consistent with market conditions. Should the Contractor have legal access to more than one supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and responsible supplier capable of providing products that meet or exceed the requirements of the contract.

18.5.2. The Contractor shall promptly notify the Purchasing/Contracts Administrator of the adjusted price, product involved, and the date of effect. Notification shall be prior to the distribution of, or commitment to distribute, any product(s) affected by such an adjustment.

18.5.3. In the event, price adjustments are inconsistent with market conditions, and in the opinion of the Purchasing/Contracts Administrator, the best interest of TMWA, and its joiners, would be served by a re-bid to the competitive market, TMWA reserves the right to waive the notification requirements of this agreement and terminate the contract without regard to the thirty (30) day written notice. The method necessary for such notice of termination shall be at the discretion of the Purchasing/Contracts Administrator.

19. **PAYMENTS:**

19.1. TMWA, and its joiners, agree to provide payment in a timely fashion, to the successful bidder, when the terms and conditions of the bid and specifications have been completed and fulfilled on the part of the bidder, to the satisfaction of TMWA, or its joiners, of the bid price as presented by a complete and descriptive invoice.

19.2. Prompt payment discounts shall be included in bid evaluation **ONLY** if discount period offered is fifteen (15) or more days.

19.3. Discount period will be computed from the date of completed delivery/performance

or from the date the correct invoice is received by the appropriate TMWA department/division accounts payable clerk, whichever is the later date. Payment is deemed to be made on the date payment is mailed to the Awardee.

20. DEFAULT OF CONTRACT

20.1. In case of default by the contractor (successful bidder), TMWA may procure the product(s) or service(s) from other sources and hold the contractor responsible for any excess cost occasioned thereby.

20.2. If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment shall be made at a proper adjustment in price.

20.3. Default by the bidder, in any manner, including failure or refusal to furnish any product(s) and or service(s) at the price and/or within the time specified in the bid, may be considered cause to commence with proceedings against any surety held with the bid, assess a penalty equal to five percent (5%) of the total bid price.

21. LIQUIDATED DAMAGES:

21.1. Availability or payment of liquidated damages shall not preclude TMWA, or any of its joiners, from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, inability of TMWA, or its joiners, to fulfill other damages direct or consequential arising out of the failure of the bidder to perform under the terms, conditions and requirements of the bid documents.

22. ARBITRATION:

22.1. Any litigation arising out of this Agreement shall be governed by the Nevada Short Trial Rules as adopted by the Nevada Supreme Court Rules.

23. TERMINATION:

23.1. Upon thirty (30) calendar days written notice, with or without cause, either TMWA or the Awardee, may terminate this contract.

24. INSURANCE.

24.1 **By Contractor.** Unless expressly waived in writing by TMWA, Contractor, as an independent contractor and not an employee of TMWA, must obtain and maintain policies of insurance in amounts specified in this Section 11 and pay all taxes and fees incident hereunto. TMWA shall have no liability except as specified in this Agreement. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by TMWA, the required insurance shall be in effect prior to the commencement of work by

Contractor.

24.2 Form of Coverage. Any insurance or self-insurance available to TMWA shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by TMWA, Contractor shall provide TMWA with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify TMWA and immediately replace such insurance or bond with an insurer meeting the requirements.

24.2.1. Additional Insured: By endorsement to all liability policies, except Worker's Compensation and Professional Liability, evidenced by Contractor, TMWA, its officers, employees and immune Contractors as defined in NRS 41.0307, if any, shall be named as additional insureds for all liability arising from the Agreement.

24.2.2. Waiver of Subrogation: Each liability insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against TMWA, its officers, employees and immune contractors in connection with damage covered by any policy.

24.2.3. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by TMWA. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by TMWA.

24.2.4. Approved Insurer: Each insurance policy shall be (i) issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to TMWA and having agents in Nevada upon whom service of process may be made, and (ii) currently rated by A.M. Best as "A-VII" or better.

24.3 Policies Required.

24.3.1 Workers' Compensation and Employer's Liability Insurance. Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

24.3.2 Commercial General Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, occurrence comprehensive general liability insurance for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damages, per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate, and Two Million Dollars (\$2,000,000) general aggregate. Coverage shall be on an occurrence basis and shall cover liability arising from premises,

operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

24.3.3 Professional Liability/Errors & Omissions Insurance. Not Required for Contractor Construction Contracts. Contractor shall procure and maintain, during the term of this Agreement, professional liability/errors and omissions insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim. The policy shall have a retroactive date prior to commencement of the performance of this Agreement and a discovery period at least three (3) years after the later of termination or the date of substantial completion of the project.

24.3.4 Business Automobile Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Coverage shall be for “any auto”, including owned, non-owned and hired vehicles.

24.4 Evidence of Insurance. Prior to the start of any Work, Contractor must provide the following documents to TMWA, Attention: Purchasing & Contracts, P.O. Box 30013, Reno, NV 89520-3013:

24.4.1 Certificate of Insurance. Contractor must provide a Certificate of Insurance form to TMWA to evidence the insurance policies and coverage required of Contractor.

24.4.2 Additional Insured Endorsements. An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to TMWA, by attachment to the Certificate of Insurance, to evidence the endorsement of TMWA as additional insured.

24.4.3 Policy Cancellation Endorsement. Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to TMWA, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

Compliance with the insurance requirements of this Agreement shall not limit the liability of Contractor or its sub-contractors, employees or agents to TMWA or others, and shall be in addition to and not in lieu of any other remedy available to TMWA under this Agreement or otherwise. TMWA reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

2010/2011 Annual Tank Inspection and Cleaning Technical Specifications

1) GENERAL:

- a) Truckee Meadows Water Authority (TMWA) is soliciting bids from qualified Contractors for UNDERWATER INSPECTION AND/OR CLEANING OF WATER STORAGE FACILITIES. It shall be the intent of this Invitation to Bid to select an individual or organization qualified to conduct underwater inspections, cleaning and minor repairs of the interior of water storage tanks and covered and lined reservoirs in the Reno, Sparks, Washoe County, Nevada area for the Truckee Meadows Water Authority hereafter known as "TMWA".

2) MATERIALS:

- a) No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces. The setting of equipment and supplies will be accomplished in such a manner as to allow safe movement of people through normal passageways, especially if the work is scheduled during business hours. Contractor shall at all times keep adjacent areas of the job site free from debris, equipment, and accumulation of waste materials.
- b) Cleaning Compounds:
 - (I) All cleaning compounds must meet appropriate Environmental Protection Agency (EPA), Food and Drug Administration (FDA), National Sanitation Foundation (NSF) approvals.
 - (II) Contractor will submit a list of the cleaning compounds, along with MSDS sheets, to the Project Manager or designee for review/approval prior to cleaning the tank(s).

3) EXECUTION:

- a) Underwater Inspections:
 - (1) The following items shall be inspected and video-recorded on the interior of each tank (steel, cast-in-place or pre-stressed concrete):
 - (1) Condition of concrete or steel on the interior including approximate percent of cracking, corrosion, type of failure, and locations of concentrated spalling.
 - (2) Corrosion of any exposed reinforcing materials.

- (3) Sanitary conditions of tank hatches, vents and other penetrations and interior plumbing.
 - (4) Measurement of bottom sediment depths in at least four strategic (4) locations.
 - (5) Bottom sediment sample collection for analysis by the Purchaser, as directed.
 - (6) Percentage of coating failure and corrosion on all coated surfaces.
 - (7) Water level sensors and associated wiring.
 - (8) Seams, welds/bolted joints and integrity of previous repairs.
 - (9) All other structural members not mentioned above.
- (II) The following items shall be inspected and video-recorded on the interior of each reservoir:
 - (1) Inspect drain hoses from top to bottom (Highland Reservoir).
 - (2) Inspect the bottoms of all rainwater collection troughs (Hunter Creek Reservoir).
 - (3) Inspect reservoir inlets, outlets, and cover support structures.

Underwater inspections shall be performed in strict accordance with Section 4.4 of AWWA C-656-02 "Disinfection Procedures When Conducting Underwater Inspections of Potable-Water-Storage Facilities".

- (I) Divers and Diving Operations shall meet the following:
 - (1) All diving operations shall be conducted by certified commercial divers who have graduated from an ACDE Approved Commercial Diving Course or equal. Alternatively, divers who have completed specialized military training i.e., Navy 1ST or 2nd Class Dive Courses or Master Dive School shall also qualify.
 - (2) The dive team shall consist of no less than a two-person team (Diver, Tender & Dive Supervisor), all of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, O₂ Administrator Card, and a complete diver physical within the past 24 months. At least one TMWA Staff person will be on site for the duration of this project and can function in the 3rd team member for the dive.
 - (3) Dive Contractor shall have available for examination, the following documentation: Copy of Standards and Procedures Manual, Safe Practices Manual, Diver Logbooks, and the latest Air Testing Reports. Contractor to provide certificates of training for all personnel conducting diving operations.
 - (4) All diving operations shall be conducted with surface-supplied commercial grade diving equipment, including compressor (or compressed air bottle storage system), volume tank, air control

system, filter system and pneumofathometer. The air source shall have been tested within the past 180 days for oil mist and other contaminants in accordance with OSHA 29 CFR 1910.430(b)(4).

- (5) All diving operations shall be conducted utilizing a totally encapsulated diving dress, diver hardhat with sealed neck dam, and a vulcanized rubber dry suit, all in good repair. A band mask shall be specifically prohibited for any instance but in an emergency.
- (6) The diver hard hat shall be equipped with operating voice communication to the surface. The diver umbilical shall consist of at minimum, the following: Diver air hose, pneumofathometer, communication cable, video cable and high intensity lighting power cable.
- (7) Dive team shall be equipped with live color video with live voice recording (and associated lighting system) between diver and surface team, to allow for real-time surface monitoring of all diving activities and findings, as well as quality-control of the completed work.

b) Reports and Documentation:

- (I) Prepare a written report for each site detailing findings. Submit two copies. Include project site information, tank type and other relevant tank information, as well as all observations related to the condition of the coating and tank itself.
- (II) Written reports shall include color photos (with date stamps) of all appurtenances, and of any noteworthy observations. All photos shall be current. Reuse of photos from previous inspections will not be accepted.
- (III) A color video on DVDs in a format compatible with Window Media Player (current version) shall also be submitted for each inspection. Each DVD shall have a label including (at minimum) the name of the site, and the date of the inspection.

c) Cleaning:

- (I) Contractor shall clean underwater surfaces by vacuuming to remove sediments, silt, sand, sludge buildup, etc. in a manner that does not compromise the tank integrity and/or coating system.
- (II) Contractor shall thoroughly remove all accumulated bottom sediment and debris from all potable water storage water reservoirs.
- (III) Cleaning work shall not cause disruption to the use or quality of the water.

- (IV) The reservoir shall remain in operation while the cleaning is in progress. If shut down is necessary, it shall be for a minimal period. All anticipated reservoir shut downs shall be closely coordinated with TMWA Staff.
- (V) Cleaning of the tank floor will be performed with a vacuum pump and rotary bristle brush or equal.
- (VI) Cleaning shall remove the sediments while water system remains on-line.
- (VII) Turbidity shall be minimal, preserving water quality.
- (VIII) During cleaning of the sediments any cracks or problems detected on the tank floor will be recorded on video or digital and reported to the Purchaser.
- (IX) After cleaning of the sediments the Contractor will record and provide to TMWA, a service DVD showing the current condition of the bottom of the tank and surrounding surfaces.

d) Disposal of Waste Materials:

- (I) Contractor will coordinate with the Purchaser, to designate the appropriate discharge point for waste and debris material collected.
- (II) Sediment and water removed shall be pumped out of the structure to a designated discharge point.
- (III) Contractor will verify discharge methods and point acceptable to local jurisdiction and/or utilities and provide all treatment/neutralization required.
- (IV) Disposal of treated wastewater will be in accordance with all state, local, and federal regulations.
- (V) Contractor must meet all EPA and OSHA guidelines in the proper handling and disposal of waste.
- (VI) All debris removed from the tank(s) shall be disposed of in accordance with all applicable federal, state, and local requirements, including any dechlorination requirements.

4) **CONTRACTOR QUALIFICATIONS:**

- a) Contractor's firm must be an established Potable Water Tank Cleaning company with a minimum of three (3) years experience and completely familiar with the specific requirements and methods needed for proper performance of this Contract.
- b) Contractor shall have conducted a minimum of thirty (30) inspections and cleanings of potable water tanks using those methods bid over the past three (3) years.
- c) Contractor security protocols shall include mandatory identity, drug and criminal background checks of all field employees prior to employment.

END OF SECTION

**2010/2011 Tank and Reservoir Inspection and Cleaning List
Attachment A**

WATER STORAGE TANKS

#	SCADA NAME	NAME	TYPE	CONS DATE	VOLUME (X 1000 gal)				HEIGHT ft	DIMENSIONS ft	ELEVATION (ft)		
					FIRE	EMER	OPER	TOT(MG)			PAD	OVFL	40#
1	CAR	Caughlin	PcCon	1991	240	2,123	637	3.00	20.00	d = 160.0	5272.93	5292.93	5197.93
2	PRT	Prater	Steel	1978	0	2,308	692	3.00	34.00	d = 122.0	4581.89	4613.89	4500.89
3	SWT	Southwest Terrace	Steel	1965	180	1,015	305	1.50	24.00	d = 104.0	4973.32	4994.32	4895.32
4	SCT	Socrates	Steel	1998	240	1,123	337	1.70	26.00	d = 110.0	5011.54	5037.54	4943.54
5	SDT	Stead #1	Steel	1950	0	577	173	0.75	16.40	d = 90.0	5188.07	5203.07	5107.07
6	SM1	Somerset #1	PcCon	2005	240	1,700	160	2.10	25.00	d=122	5321.00		
7	SNT	Sun Valley	CIPCon	1991	240	777	233	1.25	24.00	83 x 90	4976.18	5000.18	4899.18
8	VMT	Vaughn Mill	Steel	2004	540	508	152	1.20	13.00	d=90.0	4801.50	4827.75	

WATER STORAGE RESERVOIRS

9	HCR	Hunter Creek	Lin/Cover	1996				30	19	400 x 700	4756.00	4775.00	4680.00
10	HID	Highland	Lin/Cover	1997				20	18	370 x 510	4660.00	4678.00	4583.00

NOTES:

1. PcCon = Prestressed Concrete; Steel = Welded Steel; CIPCon = Cast-In Place Concrete; Lin/Cover = Lined and covered reservoir.

Proposal Summary

ID #1011-130

BID TITLE: 2010/2011 Tank Inspection and/or Cleaning Services

CASH DISCOUNT of _____ % may be taken in addition to the price(s) stated for the terms of _____ days.
SUMMARY

INSTRUCTIONS: Price your proposal based on the following format. No substitution or revision to this Proposal Summary form will be accepted. Truckee Meadows Water Authority will reject any Bid that is received that has changes or alterations to this document. TMWA reserves the right to award this Contract on the bases of what is most advantageous to TMWA. Tanks will only be cleaned at the direction of TMWA.

All Bidders not having done similar work for TMWA in the past are required to provide a Statement of Qualifications. Please explain the cleaning procedure using vacuum and brush combination, and the equipment used. Have you attached a Statement of Qualification including cleaning procedure?
 YES _____ NO _____

Description	Inspection Price Lump Sum	Cleaning Price Lump Sum
1. Caughlin – 3.0 MG Tank		
2. Prater – 3.0 MG Steel Tank		
3. Southwest Terrace – 1.5 MG Steel Tank		
4. Socrates – 1.7 MG Steel Tank		
5. Stead #1 – 0.75 MG Steel Tank		
6. Sommersett #1 – 2.1 MG Prestressed Concrete		
7. Sun Valley – 1.25 MG Prestressed Concrete		
8. Vaughn Mill – 1.2 MG Steel Tank		
9. Hunter Creek – 30 MG Covered Reservoir		
10. Highland – 20 MG Covered Reservoir		
Total Bid Price		

Total Bid Price Written in Words: _____