



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 25, 2021**

**Department** Public Utilities

**Director Approval** *John Garris*

**AGENDA ITEM** Consider authorizing a scope of work for bidding the inspection and repair of the existing Worthington Backwash Pump (Water Treatment Plant).

**SUMMARY RECOMMENDATION** City Staff is recommending Commission approval to bid the repair of the Backwash pump.

**BACKGROUND** Last year the matching pump was repaired after approximately 50 years of service. This pump will have experienced similar conditions, and should have repairs so that the Water Treatment Plant maintains redundant capacity for operational readiness. The scope of work as presented on the bid documents is similar to last year's repair scope, and should cover the majority of items that will need to be repaired or replaced, though it is possible that additional repairs might be required after inspection. Those additional repairs would be conducted on a time and materials basis after City approval. Approximate funds for this repair were included in the 2021 budget.

**SUGGESTED MOTION** I move to authorize a scope of work for bidding the inspection and repair of the Worthington Backwash Pump at the Water Treatment Plant.

**SUPPORTING DOCUMENTS** Contract with Scope of Work

## ADVERTISEMENT FOR BID

The City of Independence, Kansas, is accepting bids repair of the Worthington 28HH1200 vertical turbine pump.

The following are the anticipated scope of work items:

- **Removal of pump from current location and transport to Contractor facilities.**
- **Disassembly**
- **Clean and sandblast parts as required for inspection**
- **Visual and dimensional inspection of critical pump components**
- **All new, replacement or otherwise incorporated wetted components to be rated for potable water service**
- **New C89835 bronze tail and bowl bearings**
- **Turn bowl seat and impeller skirt for new wear rings (as applicable)**
- **New 416 stainless steel collet and impeller fasteners (as applicable)**
- **New 416 stainless steel bowl shaft and coupling**
- **New 304 stainless steel bowl fasteners**
- **Coat bowl exterior with Tnemec N140 blue epoxy coating, two coats – Contractor to provide planned coating thickness for approval**
- **New rubber lineshaft bearings**
- **New 416 stainless steel lineshaft and couplings**
- **New 304 stainless steel lineshaft sleeves (as applicable)**
- **New 304 stainless steel column fasteners**
- **New C89835 bronze stuffing box bearing**
- **New 416 stainless steel head/driveshaft**
- **New 416 stainless steel headshaft/coupling**
- **New 304 stainless steel headshaft sleeves (as applicable)**
- **New gaskets and o-rings (as applicable)**
- **New packing, lantern ring, grease cup, and water slinger (as applicable)**
- **New 304 stainless steel head fasteners**
- **Coat head interior and exterior with Tnemec N140 blue epoxy coating, 2 coats – Contractor to provide planned coating thickness for approval**
- **Reinstallation and complete hookup of repaired pump in original location, including shimming and balancing as required**

Bids will be received at the office of the City Clerk, 811 W. Laurel Street, Independence, Kansas, 67301 until **2:00 p.m., Thursday, March 18, 2021**. At that time the bids will be publicly opened and read aloud.

Bids are to be enclosed in a sealed envelope and marked plainly on the outside "Pump Repair Bid". If mailed, the sealed envelope is to be enclosed in another sealed envelope also marked plainly on the outside as previously designated.

The City of Independence reserves the right to accept or reject any or all bids or to waive any informalities should they occur as may best benefit the City.

*Proof of asbestos certifications and training.* **The contractor is responsible for abiding by all Federal and State regulations regarding the abatement and disposal of asbestos material found at the pump site. Contractor is responsible for all asbestos abatement.**

The general liability insurance should have no exclusions relating to bodily injury or property damage resulting out of explosion, collapse, or underground hazards and no exclusions relating to demolition operations.

The City reserves the right to make any investigation deemed necessary by the City to determine the ability of the bidder to do the project. Bidders shall furnish to the City such information as requested to determine the bidder's qualifications. The City further reserves the right to reject any bid if the City deems the bidder not properly qualified to complete the project.

Bids shall be guaranteed for a period of sixty (60) days from the date and time set to receive bids.

The project shall be completed in thirty (90) days from the date of the Notice to Proceed.

\_\_\_\_\_  
David W. Schwenker, City Clerk

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



## INFORMATION FOR BIDDERS

Bids will be received by the City of Independence, Kansas at the office of the City Clerk until 2:00 p.m., Thursday, March 18, 2021, at which time the bids will be opened publicly and read aloud. The apparent low bid will then be submitted to the Independence City Commission at a regular meeting for their formal action.

Each bid must be submitted in a sealed envelope addressed to the City Clerk, 811 W. Laurel Street, Independence, Kansas, 67301, plainly marked on the outside "Pump Repair Bid". The envelope shall bear on the outside the name and address of the bidder. If forwarded by mail the sealed envelope containing the bid shall be sealed in another sealed envelope also plainly marked and addressed as above.

All bids must be submitted on the attached Bid Schedule. The Bid Schedule must be fully completed and executed with all blank spaces filled in with ink or typewritten. Only one (1) copy of the Bid Schedule is required and will be accepted.

Bids are to be submitted with a price for the demolition of each structure and for all locations combined.

Bids shall be guaranteed for a period of sixty (60) days from the date and time set for receiving bids.

The City reserves the right to accept or reject any or all bids or to waive any informalities or minor defects should they occur as may best benefit the City. Any bid may be withdrawn by the bidder up to the scheduled time set for the opening of the bids or authorized postponement thereof. Any Bid received after the date and time set for the bid opening shall not be considered and shall be returned unopened to the bidder. No bidder may withdraw a Bid within thirty (30) days after the actual date and time set for the Bid opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual written agreement by and between the City of Independence and the bidder.

Bidders must satisfy themselves of the conditions and requirements of each location in the Bid Form by a personal examination of the site and review of the specifications including any and all addenda. After the Bids have been submitted and received by the City of Independence, the Bidder may not assert that there was a misunderstanding concerning the quantities or the scope of the work to be done.

The City of Independence shall provide to the bidders prior to the scheduled bid opening any information which, in the judgment of the City, is pertinent to and delineates and describes the project.

The Contract Documents contain the provisions and requirements for the project. Information obtained from an officer, agent, employee of the City or any other person shall not affect the risks and obligations assumed by the Contractor or relieve him from fulfilling any and all of the conditions of the contract.

The successful bidder to whom the Contract is awarded shall execute two (2) copies of the Contract Documents as provided by the City, each of which shall be considered an original document. In case of failure of the Bidder to execute the Agreement within the time period set, consider the Bidder in default and award the contract to the next lowest, most responsible bidder.

The City of Independence shall within thirty (30) days of the date of the receipt of an acceptable Agreement, execute the Agreement and return to said party a completed duplicate of the Contract Documents. Should the City of Independence not execute the Documents within such time period, the Bidder may, by written notice, withdraw his signed Agreement. Such Notice of Withdrawal shall be effective upon the date of receipt.

The Notice To Proceed shall be issued upon execution of the agreement pending the approval of the appropriate Federal and State agencies. Should there be reason why the Notice To Proceed cannot be issued other than pending Federal and State agency review, the time may be extended by mutual agreement by and between the City of Independence and the Contractor. If the Notice To Proceed has not been issued within the extended period mutually agreed upon as stated above, the Contractor may terminate the Agreement without further liability on the part of the City of Independence or the Contractor.

The City may make any such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by and subsequent investigation of the bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Agreement and to complete in a workmanship manner the project as specified in the Plans and Specifications.

The Contract shall be awarded to the lowest and most responsible bidder and which is in the best interest of the City.

All applicable laws, ordinances, rules and regulations of all authoritative agencies having jurisdiction over any or all of the construction of the project shall apply to the Contract throughout.

Each bidder is responsible for inspecting the pump information, reading and being thoroughly familiar with all of the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve the successful bidder from any obligation in respect to his bid.

## **BID FORM PUMP REPAIR**

We, the undersigned company, do hereby submit the following bid for the pump repair in accordance with the attached Contract Documents.

By submission of this bid, the bidder agrees that he has personally read all Contract Documents and is aware of all requirements as contained in these Contract Documents.

The City reserves the right to accept or reject any or all bids or to waive any irregularities should they occur as may best benefit the City.

Bids shall be guaranteed for a period of sixty (60) days from the date set for receipt of bids.

Work shall be completed within thirty (30) working days from the date of the Notice To Proceed.

Bidder agrees to do the following work:

- **Removal of pump from current location and transport to Contractor facilities.**
- **Disassembly**
- **Clean and sandblast parts as required for inspection**
- **Visual and dimensional inspection of critical pump components**
- **All new, replacement or otherwise incorporated wetted components to be rated for potable water service**
- **New C89835 bronze tail and bowl bearings**
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- **New packing, lantern ring, grease cup, and water slinger (as applicable)**
- **New 304 stainless steel head fasteners**
- **Coat head interior and exterior with Tnemec N140 blue epoxy coating, 2 coats – Contractor to provide planned coating thickness for approval**

- **Reinstallation and complete hookup of repaired pump in original location, including shimming and balancing as required**

Work identified during the course of inspection but not listed above shall be approved separately and be done on a time and materials basis.

DRAFT

1. **BID SCHEDULE**

**Pump Removal, Repair, and Replacement:** \$ \_\_\_\_\_

**\*Bid winner will schedule a pre-removal meeting with the City to discuss the plan for removal.**

*If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.*

\_\_\_\_\_  
Name of Bidder (Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Phone Number



## REPAIR CONTRACT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF INDEPENDENCE, KANSAS, hereinafter referred to as "CITY" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements stated hereinafter:

1. The Contractor will commence and complete repair operations as contained herein.
2. The Contractor will furnish all the materials, supplies, tools, equipment, labor and other necessary services for the completion of the repair Project as described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice To Proceed and will complete the same within thirty (90) calendar days from the date of the Notice To Proceed unless the period for completion is extended otherwise by conditions set forth in the Contract Documents.
4. The Contractor agrees to perform all the work as described in the Contract Documents and comply with the terms and conditions as set forth therein.
5. The term "Contract Documents" means and shall include the following:
  - (a) Advertisement For Bid
  - (b) Information For Bidders
  - (c) Bid (as completed by Contractor at the time of bidding)
  - (d) Contract Agreement
  - (e) General Conditions
  - (f) Special Conditions
  - (g) Notice To Proceed
  - (h) Change Orders (if any issued)
6. Upon satisfactory completion of all required work, the City shall pay the Contractor the specified contract amount on the City's next regular pay date.
7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
8. Should the Contractor not complete the work described in the Contract Documents by the date of completion as set out in the Notice To Proceed, the City shall suspend the work, reimburse the Contractor for work completed to said date of completion and rebid or otherwise cause the work to be completed by the City or other outside contractors as may best benefit the City.
9. Haul the demolition material to a KDH&E approved landfill site and abide by all Federal and State Asbestos Regulations. Removal and bagging of transite siding and proper disposal in an approved landfill site. (The City demolition site will not be used for this project.)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in four (4) sets, each of which shall be deemed an original on the date first above written.

Contractor:

\_\_\_\_\_

By

\_\_\_\_\_

Title

\_\_\_\_\_

Mayor

\_\_\_\_\_

Attest:

\_\_\_\_\_

David W. Schwenker, City Clerk

\_\_\_\_\_

Date (Seal)

