



A Century of Progress with Pride

2015

City of Berwyn

6201 19th Street Pumping Station Facility
Emergency Stand-by Generator
Design/Build Request For Proposal (RFP)



May 18, 2015

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1. INTRODUCTION

City of Berwyn (Berwyn) is seeking a firm fixed fee proposal from qualified contractors to provide Design/Build services for the addition of a new emergency standby power generator and associated automatic transfer switch (ATS) equipment to provide back-up power at the 6201 19th Street Pumping Station in Berwyn, IL. This Request for Proposal (RFP) also includes relocation/replacement of existing electrical power distribution equipment that may pose an operational reliability risk. The objective is for the Facility to remain functional during electric utility outages.

This RFP is based on information provided in the Standby Generator Preliminary Engineering Study performed by Patrick Engineering Inc. (Patrick), dated April 29, 2014. Based on the Patrick study, Berwyn has decided to procure and install a new standby power generator and ATS, and replace the existing electrical power distribution equipment at the Site. The new generator is to be installed outdoors in a weatherproof, sound-attenuated enclosure with critical grade silencer. The automatic transfer switch and relocation/replacement of electrical power distribution equipment will be installed inside the Facility.

The major design criteria incorporated into that study included the following:

- National Electrical Code (NEC) Compliance
- National Fire Protection Association (NFPA) Compliance
- Illinois Administrative Code (IAC) Title 35 Compliance for Sound Proofing around the Generator
- Safety, Reliability, Maintenance Considerations, Fuel Choices and Operational Cost
- Future Generator Capacity

INSTRUCTIONS TO BIDDERS:

- A. Request for Proposal forms may be obtained from the **City Clerk, City of Berwyn, 6700 West 26th Street, Berwyn, Illinois, 60402**, or at the City of Berwyn website: <http://www.berwyn-il.gov/>
- B. All respondents need to provide their information to the Clerk's office so that we can notify you regarding future addendums to this RFP.
- C. The Contractor will be required to pay Prevailing Wages in accordance with all applicable laws and adhere to all City and State laws.
- D. **Responses to this RFP must be received no later than 5 PM on Wednesday, June 10, 2015.**

2. AWARD CRITERIA AND REJECTION OF BIDS

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the City in the Proposal. The issuance of Plans and Proposal forms, etc. for bidding shall not be the sole determinant of responsibility. The City reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements and to waive technicalities.

3. INSURANCE PROVISIONS

Description: This item shall consist of the Contractor's efforts to protect the Owner, the Engineer, and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein. All of the following provisions are included:

Hold Harmless Provisions

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers, its Engineers and its agents and employees, and the Engineer's Consultants and their respective agents and employees, herein referred to as Indemnitees, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, or its Engineers and its agents and employees, or their Subcontractors in any action, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, agents, employees and its Engineers and its agents and employees as herein provided.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself and/or the Engineer against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner and the Engineer.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and the Engineer and their agents, employees, and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner (naming the Owner as an additional insured) **before starting construction**, or within ten (10) days after the execution of the Contract by the Owner,

whichever date is reached first. **If the Contractor fails to meet this time requirement for submitting the insurance to the Owner, working days shall be assessed in accordance with Article 108.04 of the Standard Specifications, or the contractor may be disqualified.** All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner, and shall remain in effect throughout the life of the project.

Please take note that all of the insurance noted below is required. The OWNER must be named as an additional insured on a "primary, non-contributory basis" and all insurance below must be provided, unless specifically deleted and approved in writing by the OWNER for this project.

A. **Minimum Required Limits of Insurance**

Contractor and his Subcontractors shall maintain limits of no less than:

1. Commercial General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER shall be named as Additional Insureds on a Primary Non-Contributory basis. All coverage afforded the "Additional Insureds" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits and coverage for the specific type of work being performed must be no less than \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the OWNER. The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.
4. Umbrella Liability: Umbrella Liability Policy for not less than \$5,000,000.

Insurance under Parts 5, 6 and 7 below will be required unless waived by the Owner in writing.

5. Installation Floater: Contractor shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage locations, and at the job site.
6. Builder's Risk: Shall insure against "All Risk" of physical damage for losses including but not limited to: fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, smoke and water damage (flood and hydrostatic pressure not excluded), during the Contract time, on a completed value basis and in an amount not less than the

Basis of Payment: This work will not be paid for separately, but shall be considered incidental to the Contract. All insurance shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications. Failure to procure and maintain the required insurance coverage shall be considered a breach of Contract.

4. ADDITIONS TO AND/OR DELETIONS FROM THE CONTRACT

The Owner has decided to solicit Bids in an effort to better determine the expected cost. After Bids are received, the Owner will make a determination as to whether the amount of the successful Bid is within, or in excess of, the budget.

Additions:

If Bids are opened and found to be within the amount budgeted for the project, a Contract will be awarded in the full amount of the Bid. The Owner reserves the right to increase the scope of the Project in order to spend the full amount budgeted. This work will be paid for at the appropriate unit prices bid.

Deductions:

If Bids are opened and found to be in excess of the amount budgeted for the project, the Owner may direct that the scope of the project be downsized, so as to keep costs within the budget. A Contract may still be awarded in the full amount of the Bid, and a Change Order will be processed indicating precisely which items of work will be deleted or decreased. The Contractor will still be paid at the same unit prices bid for all work incorporated into the final project. No adjustments to the unit prices will be allowed for reduction in the scope as a result of this change.

5. PROJECT BACKGROUND

The 19th Street Pump Station has five vertical turbine pumps with below-floor discharge heads in wet wells. A four-million-gallon underground reservoir located at the Site ties into a transmission main. Water is pumped from the underground reservoir into multiple mains which feed the north side of Berwyn as well as tie into transmission mains which connect to the elevated water tower at the public works facility and feed the south side of Berwyn.

The station does not currently have emergency power and there is no electrical infrastructure at the Site to tie in the emergency standby generator. The purpose of this project is to provide an emergency standby generator in the event of a power outage.

6. PROJECT SCOPE OF WORK

The Project will be conducted in three (3) phases, including: (1) pre-design and supplemental services; (2) design engineering and permitting, and (3) construction phase services. Bidders shall structure their proposals to show the scope of work and fee associated with each of the three phases.

The existing ComEd distribution transformer, indoor motor pumps, and associated variable frequency drives shall remain. A single ComEd metering compartment (in accordance with ComEd requirements) and incoming feeder into a new service entrance main circuit breaker rated at 1000 amp 480-volt, 3-phase, 3-wire shall be provided to serve the entire Facility. Loads shall be reconnected to the new 480-volt, 3-phase, 3-wire service. All existing 120-volt loads shall be re-connected via a new dry-type step down transformer and new 120/208-volt panelboards.

It will be the Bidder's sole responsibility to evaluate and/or confirm the findings and recommendations presented in the Patrick Stand-by Generator Preliminary Engineering Study. Bidder's evaluation process shall be based on ComEd usage data for the previous twelve (12) months, which will be provided upon request by Berwyn.

The project scope of work shall be designed and implemented to comply with current local electrical code requirements and increase reliability. The project scope of work shall include:

- Furnishing and installing a new 350 KW, 437.5 KVA, 480-volt, 3-phase, 3-wire diesel-powered generator (GEN-350) to back up the existing electrical service during an electric utility outage. The new generator will be located on the Facility exterior in a weatherproof, sound-attenuated enclosure with critical grade silencer.
 - The generator unit will require an above ground sub-base diesel fuel tank (approximately 525-gallon) that would run the unit for approximately 24 hours at 100 percent load.
 - The noise level (dBA) for the 350 KW diesel-powered generator, enclosed in a sound-attenuated enclosure and operated at 100% load, shall be no greater than 50 dBA @ 20 feet and 40 dBA @ 100 feet. The critical grade silencer shall be located inside the weatherproof protective.
 - The generator unit and all exterior equipment installed as part of this project shall be secured by installing a 6-foot-high chain link fence topped by three strands of barbed wire enclosure on a concrete slab.
 - Exterior lighting fixtures shall be installed using LED preferred technology to provide functional lighting levels and provide energy savings.

- Furnishing and installing a new 480-volt, 3-phase, 3-pole ATS to connect the new emergency standby generator to the Site electrical power distribution equipment. ComEd distribution transformer to remain; however, ATS and new power distribution equipment should be installed prior to the removal of existing electrical equipment to minimize electrical service downtime. The new ATS shall be installed in the existing sign storage room inside the Facility.

- Furnishing and installing new electrical power distribution equipment (MCC, panelboards, and conductors) in the existing sign storage room inside the Facility. The existing pump station metering and rotating paper graphs/monitoring/alarm sections shall be replaced with modern microprocessor equipment.
 - The new electrical power distribution equipment shall be installed in the existing sign storage room, which shall be repurposed and properly prepared for installation of the new equipment.
 - Arc flash levels, warning labels and personal protective equipment (PPE) requirements for electrical equipment shall be provided.
 - Life Safety exit signs, and wall-mounted unit batteries should be added as this is critical in protecting the safety of staff during a power outage, an arc flash, or arc blast incident within the Facility.
 - Lighting fixtures should be replaced using LED preferred or T8 fluorescent lamp technology to provide functional lighting levels and provide energy savings.
 - Installation of the new distribution equipment shall utilize an approved cutover sequence of operation.

- The existing electrical power distribution equipment, including the pump station metering and rotating graph equipment shall be abandoned and demolished, as directed by Berwyn staff. The existing electrical power distribution equipment room shall be completely vacated and painted as directed by Berwyn staff.

6.1 Phase I - Pre-Design Services:

Upon contract award, the contractor shall schedule a project kick-off meeting to review the scope of work, project schedule, and sequence of activities. Contractor shall provide concept drawings showing existing Site features, conceptual layout of new emergency standby generator, ATS, and relocated electrical power distribution equipment, as well as laydown and work areas. Contractor shall also provide a written plan for Site security during construction.

6.2 Phase II – Final Design Engineering and Permitting Services:

The contractor shall provide detailed design drawings and specifications for construction of the new emergency standby generator, ATF, and electrical power distribution equipment, as outlined in the Scope of Work. The design package shall include all Site civil and structural design drawings necessary to permit and construct the planned improvements. The design package will be submitted in two review phases, one at 60% and one at 100% prior to submitting the design for Permit. Each submittal shall include, but not be limited to:

- A cover sheet clearly identifying the project and listing all drawing names and number
- In-progress plans, details, elevations, etc. required to facilitate the construction
- Project specifications

6.3 Phase III - Construction Phase Services:

After the design has been approved for permit, the contractor shall construct the electrical improvements in accordance with the design contract documents. Contractor shall provide an updated project schedule, written narrative of sequence of construction activities, plan showing laydown and equipment storage areas, Site safety plan, and Site security plan prior to the start of Construction. Contractor shall coordinate closely with Berwyn and provide monthly progress reports throughout the job. After construction, the firm shall prepare an Arc Flash Hazard analysis per NFPA 70E, Article 130.5 and provide labels for all required equipment.

7. SUBMITTAL REQUIREMENTS

7.1 Firm Fixed Fee Proposal

The Project will be conducted in three (3) phases, as noted herein. Bidder shall structure their proposal to provide a firm fixed fee for each of the three phases: (1) pre-design and supplemental services; (2) design engineering and permitting, and (3) construction phase services.

The firm fixed fee for each of the three phases shall include all labor, materials, equipment, supervision, transportation, taxes and all other direct and indirect costs to provide the scope of services outlined herein.

7.2 Other Submittal Requirements

The following additional items shall be provided with the Offeror's proposal:

- Proposed project schedule.
- Project organizational chart showing design and construction personnel.
- Resumes for key personnel.
- Examples of three design-build projects featuring electrical improvements completed within the last three years.
- Examples of three arc-flash studies completed within the last three years.

- Certificate of Insurance indicating at least \$15M in coverage (including Umbrella).

Copy of audited Experience Modification Rate (EMR).

7.3 Evaluation Criteria

Berwyn will select the Bidder whose proposal is judged to provide the “Best Value” and is most advantageous to Berwyn. Berwyn is not bound to accept the lowest priced Proposal if that Proposal is not in the best interest of Berwyn as determined by Berwyn in its sole discretion.

7.4 Qualifications

Berwyn is seeking proposals from qualified bidders who can meet the following criteria:

- Joint Venture (JV) submissions will not be allowed. Berwyn intends to award the project to a single-entity design-build contractor.
- The design-build contractor’s office shall be located within 35 miles of the City of Berwyn.
- The Design-build contractor shall have documented experience completing similar design-build projects for generators of this size in the last five years, including references.
- In-house electrical and civil design staff.
- In-house construction management staff.