

Request for Proposals (“RFP”)

for

Community Utilities of Indiana, Inc. (“CUII”)

“Twin Lakes: Wastewater Treatment Plant Expansion”

Issued by:

COMMUNITY UTILITIES OF INDIANA, INC.
2335 SANDERS ROAD, NORTHBROOK, IL 60062.

CUII IS A WHOLLY OWNED SUBSIDIARY OF UTILITIES, INC. (“UI”).

Date of Issue:

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2. Scope of Work

Community Utilities of Indiana, Inc. (“CUII” or “Utility”) requests cost proposals to provide Professional Services related to the design and construction of a full or partial wastewater treatment plant expansion within our Twin Lakes system.

The intent of this Request for Proposal (RFP) process is to identify a successful Consultant by determining which proposal provides the best overall value to CUII.

2.1. Existing situation

The existing Wastewater Treatment Plant (WWTP) is at the end of its service life and inefficient. Expansion to treat daily flows that approached the plant’s rated capacity and peak flows that greatly exceed the plant’s peak capacity is needed. Improvements will adhere to the Basis of Design Report completed by Commonwealth Engineers and dated July 2018 and generally include: a new flow diversion structure, headworks, Parshall flume, oxidation ditch, two (2) final clarifiers, flow splitter box, Return Activated Sludge (RAS)/Waste Activated Sludge (WAS) stations, Ultraviolet (UV) disinfection, chemical phosphorus removal, conversion of existing package plant to flow equalization, conversion of sludge storage to digester, sludge dewatering facilities, and a new laboratory/chemical feed building.

These services generally include:

1. Design of wastewater treatment plant improvements per the Basis of Design Report completed by Commonwealth Engineers and dated July 2018.
2. Permitting the design through Indiana Department of Environmental Management (IDEM) and other applicable regulatory bodies.
3. Assisting CUII with project bidding and construction oversight and management activities.

2.2. Project Description

The following tasks and components are presented as a general framework of the services being requested to deliver as part of this RFP. Additional and/or modified scope elements might reasonably be included as part of an engineering firm’s proposed efforts.

1. Project Management
 - a. Kick-off Meeting
 - b. General Project Management: Including monthly invoicing and project status reports, as needed conference calls, one progress meeting per month for the project duration during design.
 - c. Permitting: Coordinate with IDEM and obtain concurrence on the proposed plan, other construction and local permits as required (e.g., county permits), and will include obtaining the IDEM Construction Permit and Rule 5 Permit (for erosion control).
2. Field Data
 - a. Field surveying: A site survey was completed for the Basis of Design Report and is included as an appendix of the included Commonwealth Basis of Design Report. Perform additional field surveys and/or topographic and utility mapping for design purposes as deemed necessary. No subsurface utilities investigation/mapping is anticipated.
 - b. Geotechnical explorations: A geotechnical evaluation was performed at the proposed site of the oxidation ditch and is included as an appendix of the included Commonwealth Basis of Design Report. Additional soil borings will be obtained as necessary to support the design and a

geotechnical report will be assembled for use and included in the bid documents to mitigate potential for unforeseen conditions claims by Contractor.

3. Prepare 30% Drawings
 - a. Prepare 30% Design Phase documents incorporating the Basis of Design Report criteria. Documents to include site layout drawings of the improvements as well as conceptual layouts of the following facilities:
 - i. Headworks structure including screening and grit removal
 - ii. Equalization tank conversion of existing package plant
 - iii. Oxidation ditch biological reactor
 - iv. Secondary clarifiers
 - v. RAS/WAS pumping
 - vi. UV Disinfection
 - vii. Cascade post aeration
 - viii. Chemical phosphorus removal
 - ix. Aerobic digester modifications
 - x. Sludge Dewatering: Geotextile bag system
 - xi. Office/Chemical Feed Room
 - xii. Incorporate existing back-up generator
 - xiii. New flow metering at headworks and plant effluent
 - xiv. System SCADA, including SCADA for all lift stations and radio connection back to the WWTP
 - b. Preliminary flow schematic /Process & Instrumentation Diagram (P&ID) for each unit process
 - c. Preliminary hydraulic profile
 - d. Prepare and advise CUII of the Engineering Opinion of Probable Construction Cost for the design improvements; contrast with Basis of Design Report
 - e. Meeting with CUII to discuss/review 30% conceptual layout and incorporate comments.
4. Prepare 60% Drawings – Preliminary Design
 - a. Prepare and furnish 60% design drawings for the project site and facilities.
 - b. Prepare and provide a list of specifications.
 - c. Prepare and advise CUII of the Engineering Opinion of Probable Construction Cost for the design improvements; contrast with Basis of Design Report.
 - d. Conduct a Preliminary Design review meeting with CUII. This meeting will include a presentation and discussion of the 60% Drawings and the Engineer's Estimate of Probable Construction Cost. Materials will be provided to facilitate any necessary CUII decisions in support of proceeding with the Final Design.

Preliminary Design will not include electrical, mechanical, instrumentation and control, and structural plans. These plan sheets and the bulk of the design will occur upon CUII acceptance of the Preliminary Design and instruction to move forward with Final Design.

5. Prepare 90% Design Drawings – Final Design
 - a. Prepare 90% Design Drawings and Specifications
 - b. Indicate the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - c. Update and revise the Engineering Opinion of Probable Construction Cost based on the 90% design and advise CUII of updated cost. Compare with Basis of Design and Preliminary Design cost estimates for CUII's reference.

- d. Schedule and conduct a 90% Design Review meeting with CUII. This meeting will include a presentation and discussion of the 90% Drawings, Specifications, and Engineering Opinion of Probable Construction Cost.
 - e. Prepare and submit to CUII, along with 90% Design. applicable permits for CUII signature, including, but not limited to:
 - i. IDEM Construction Permit Application, (permit fee responsibility will be CUII)
 - ii. Erosion Control Permit Application, (permit fee responsibility will be CUII)
 - f. After conclusion of the Final Design Review Meeting and CUII review, Engineer will submit, on behalf of CUII, the IDEM Construction Permit and Erosion Control Permit Applications.
6. Prepare 100% Design Bid Documents
- a. Conduct a Final Design review meeting with CUII.
 - b. Engineer will revise and finish the 90% Design Drawings and Specifications in accordance with comments and instructions from CUII, as appropriate, and submit final copies of 100% Design Bid Documents, and a revised Opinion of Probable Construction Cost.
 - c. Engineer shall address regulator questions within the 100% Design Bid Documents phase of work.
7. Bidding Phase
- a. Prepare the documents, plans, and specifications for invitation to bid to prequalified construction firms (bids will not be open to the general public).
 - b. Provide Contractor ability to obtain either printed and/or electronic sets of the contract documents (e.g., Plans and Specifications).
 - c. Prepare a list of qualified construction firms for potential bid end engage with CUII staff to refine approved list.
 - i. Check, compile, and review references of qualified firms
 - ii. Invite to bid qualified firms
 - d. Conduct a Pre-Bid meeting for all Contractors and Suppliers where the project and contractual requirements are presented, and Contractor/Supplier questions are accepted and discussed.
 - e. Address bidding contractor's questions (which will be accepted from date of first release of RFP until 7-days prior to date of bid opening) and assemble and disseminate to all plan holders any addendums that may be necessitated over the course of the bidding process.
 - f. Review and verify bids meet bidding requirements. Document all necessary and required materials are present within individual contractor bids.
 - g. Provide CUII tabulation and recommendation of recommended and unrecommended construction bids. CUII will be consulted throughout this process to assure acceptability of subcontractors, suppliers, and other individuals and entities proposed by the recommended bidders.
 - h. Coordinate bid opening meeting.
8. Construction phase (assume budgetary amounts on the premise of a fourteen (14) months construction period)
- a. Develop and include a change order process defining who can approve and how the process should occur.
 - b. Accept and track orders for project plans and specifications
 - c. Contract Administration
 - i. Assist CUII with preparation of contract documents and execution of the construction agreement.
 - ii. Conduct preconstruction conference
 - iii. Review the following:
 - 1. Contractor's schedule
 - 2. Change orders

- 3. Pay requests
 - iv. Preparing substantial and final completion documents
 - v. Preparing record drawings (electronic digital files), and project closeout
 - d. Clarifications and Interpretations; Requests For Information (RFIs)
 - i. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
 - e. On-Site Construction Meetings / Engineer Site Visits
 - i. Engineer shall visit the site weekly while there is active construction to assist CUII in determining project status, anticipated future work schedule, and Contractor's overall conformance with the Contract Documents.
 - ii. Engineer will hold on-site construction meetings on the same date as the Engineers Site Visits.
 - f. Shop Drawings and Samples
 - i. Review and approve Shop Drawings and Samples and other data which Contractor is required to submit for conformance with the information given in the Contract Documents and compatibility with the design concept of the Project.
 - g. Resident Project Representative
 - i. A designated project representative will be provided by the Engineer at the site on a full-time basis throughout all stages of construction to observe and report upon the contractor's work progress and general conformance with the contract documents.
- 9. Operation and Maintenance (O&M) Manual
 - a. Consultant shall generate and deliver a comprehensive O&M manual via print and electronic versions
 - b. The O&M manual will focus on equipment start-up and ongoing operational procedures for the new and modified treatment processes.
 - c. Graphics depicting process flow and component layouts are to be included.
 - d. Manual will include and incorporate the operation portion of the manual, and will include (but not be limited to) recommended loading, wasting rates, recommended F/M ratios, sludge age, MCRT, and will include the formulas to calculate these values.
 - e. The manual will consist of materials organized and combined with information from equipment manufacturers, vendors, and engineers.
 - f. Consultant shall review and include this material in the preparation of the overall WWTP O&M Manual
 - g. Final O&M manual revisions will be completed after all contractor post start-up training and efforts have been completed.

2.3. Project duration and timelines

We anticipate that Notice to Proceed (NTP) will be given after approval is provided by the Indiana Utility Regulatory Commission (IURC). The 30%, 60%, and 90% deadlines will be every 4 months thereafter.

2.4. Fee scope

Please provide two separate fees, as follows:

1. Fee for performing the above tasks, for the entire expansion project as shown in the Basis of Design
2. Fee for performing the above tasks, for an abbreviated portion of the project to include only those items necessary to meet our 1.0 mg/L phosphorus permit, those being the following unit processes:
 - a. Chemical addition tanks, equipment, and building
 - b. Sludge digestion

- c. Sludge dewatering

Please include assumptions of ability to handle the following scenarios (as additional time and materials costs to the design/construction fees): environmental hazard remediation, wetland investigations, or coordination with Lake County Plan Commission regarding drainage easements.

3. General Information

3.1. Contact information

Primary Contact: Loren Grosvenor, CUII Area Manager

Email Address: Lggrosvenor@uiwater.com

Phone Number: c) 815-509-0317

Secondary Contact: Sean Carbonaro, P.E., Project Manager

Email Address: SCarbonaro@uiwater.com

Phone Number: c) 224-287-3048

3.2. Questions and Clarifications

Consultants are responsible for satisfying themselves as to the requirements of this RFP. All questions or requests for clarification must be directed in writing to the primary contact person identified above. Consultants should include the RFP name in the email subject line.

Inquiries will be received until the time indicated in Section 4.2 below. If determined necessary, CUII will issue an addendum and circulate responses to all Consultants.

3.3. Proposal Evaluation

3.3.1 *Prequalification*

CUII follows a prequalification procedure, whereby we invite Proposals from qualified Consultants. Consultants must meet our prequalification standards in order to have their Proposals fully considered.

3.3.2 *Proposal evaluation*

After the Closing Time, CUII will review and evaluate all Proposals received in accordance with the submission requirements of this RFP. Proposals will not be opened publicly. Proposals will be evaluated based on the overall best value to CUII.

3.3.3 *Proposal response*

At any time after the Closing Time and before award of the Contract, CUII has in its sole discretion, the right:

- a. to invite some or all the of the Consultants to appear before CUII;
- b. to request any additional information, details or materials from a Consultant that CUII requires to satisfy itself that the Consultant will be able to carry out the Work; and/or
- c. to negotiate changes to the scope of Work or any other condition with any one or more of the Consultants without having any duty or obligation to advise any other Consultant. Utility shall have no liability to any Consultant because of such negotiations or modifications.

3.3.4 *Proposal acceptance and rejection*

Notwithstanding any other provision of the RFP, CUII has in its sole discretion, the right to:

- a. accept or reject any Proposal;
- b. reject all Proposals;
- c. accept a Proposal that is not the lowest fee Proposal;
- d. accept a Proposal that deviates from the requirements of this RFP;
- e. reject a Proposal even if it is the only Proposal received by CUII;
- f. accept all or any part of a Proposal; and
- g. split the requirements of the RFP between one or more Consultants and negotiate contract terms and fees with the selected Consultants

CUII may elect to disqualify any Proposal which fails to meet any of the requirements of this RFP. However, CUII in its sole discretion may waive any non-compliance with this RFP and may elect to retain for consideration Proposal which are non-conforming, which do not, for example, contain the content or form required by the RFP, or which have not complied with the process for submission set out herein.

3.4. Contract award

The Contract is awarded when an authorized representative of CUII notifies the selected Consultant via email of its acceptance of its Proposal, including any mutually agreed modifications, clarifications or negotiated changes (if any).

Failure of the selected Consultant to execute and deliver the Contract, together with any such other documents as is required by the RFP or the Contract, within the timeline noted above, will be considered just cause for canceling the award. CUII may then commence discussions with one or more of the other Consultants.

The RFP and the submission of a Proposal do not, nor does the RFP process in and of itself, or the selection or notification of a Consultant, create a legally binding contract. It is only upon the award and execution of the Contract by an authorized representative of CUII that CUII and selected Consultant become legally bound to the other to perform the obligations under such Contract.

3.5. Confidentiality

All information provided by or obtained from CUII in any form about the RFP process, including information about CUII and its business activities, is the sole property of CUII and must be treated as confidential. Such information is not to be used for any purpose other than enabling each Consultant to submit a Proposal. It must not be copied, disclosed, or released without prior written approval from CUII and shall be returned by Consultants to CUII promptly upon the request from CUII. Each Consultant agrees that this obligation of confidentiality will survive the termination of the RFP process and/or the Contract.

4. Instruction to Consultants

4.1. Definitions

In this Invitation to submit a Proposal:

- a. "Consultant" means the individual, partnership, corporation or combination thereof, including joint ventures, providing or submitting a cost proposal in response to this RFP.
- b. "Contract" means the contract to be executed between CUII and the Successful Consultant that will govern the Work.
- c. "RFP" means this document, including all addenda issued by CUII.
- d. "Successful Consultant" means the Consultant that enters the Contract with CUII.
- e. "Work" means the scope of services to be provided by the Successful Consultant to CUII pursuant to the Contract. Such services are described in Section 2 of this RFP.

4.2. Proposal Submission and Due Date

Email for delivery:	SCarbonaro@uiwater.com
Attention:	Sean Carbonaro
Due date:	Friday, November 16, 2018
Closing time:	6:00 pm (Central Time)

Questions will be received at the above email address until seven (7) days before the due date, at 9pm (Central Time). CUII staff will reply to written questions to the extent possible.

4.3. Submission Requirements

Please include the following documents, in order, saved together as one single RFP document.

4.3.1 *Timing*

Proposals will be received up until the Closing Time. It is solely the responsibility of the Consultant to ensure that their Proposal is received by the Closing Time. Proposals received after the Closing Time may not be accepted and may be returned to the Consultant unopened.

4.3.2 *Proposal information*

Proposals should include the following information:

1. Experience and track record with similar work
2. Experience with private utility companies and/or small municipal systems and/or experience with Utilities, Inc.
3. Proximity of bidder's offices to CUII's utility systems at Twin Lakes
4. Project Approach and Understanding
5. Technical Proposal and Engineering Fee
 - a. Unit and equipment costs as relevant
 - b. Total labor hours, per task or phase as appropriate

- c. Org chart
- d. Rate schedule per job classification
- e. Clearly denote excluded items, such as permits, specialty parts, and similar good and services, which are NOT part of your proposal.

As necessary, please include project understanding, tasks, team/resumes, roles, timeline(s), and other details. Only include those resumes of personnel who will be substantially involved with performing the project tasks.

Proposals shall be emailed as one complete PDF file containing all proposal elements and should be written in a format appropriate to describe the overall proposal.

4.3.3 Submittal Form.

Attached as Section 5 to this RFP.

4.3.4 Legal signing authority

Proposals shall be executed by an officer or employee having authority to bind the Consultant to the terms and conditions of this RFP and the Contract.

4.3.5 Exceptions

Each Consultant must clearly state in their Proposal any proposed exceptions it may have to the requirements of this RFP. For each proposed exception, Consultant shall outline the applicable document, section, the reason for the exception, and specific alternate wording. CUII will, in its sole discretion, determine what constitutes an acceptable exception. Any exceptions that are not acceptable to CUII may be cause for rejection of the Consultant's Proposal. If no exceptions are indicated in the Proposal, CUII will be entitled to interpret that the Consultant offers to perform the Work in full compliance with the requirements of this RFP.

4.3.6 Ownership of proposal submissions

Proposals submitted to CUII in response to this RFP will become the sole property of CUII. Consultant should anticipate that their proposal submissions will be used to support utility costs and expenses to the applicable State Utility Commission(s) and will thus be available for public viewing and review. At no time should Consultant expect or request "trade secrecy" or similar protections for intellectual content.

4.3.7 Withdraw of proposal

Proposals may be withdrawn by written notice only, provided such notice is received prior to the Closing Time by the designated email addresses. A Consultant who has withdrawn their proposal may submit a new proposal, but only in accordance with the terms and conditions of this RFP.

4.4. Consultant costs

All costs associated with the preparation and submission of a Proposal, including any costs incurred after the Closing Time, will be borne solely by the Consultant. By submitting a Proposal, each Consultant is acknowledging and agreeing that CUII will not be responsible in any way for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities whatsoever incurred or suffered by the Consultant as a result of submitting its Proposal, taking part in meetings, or otherwise in any way connected with this RFP, including CUII's acceptance or non-acceptance of any Proposal or any contract award not made in accordance with the express or implied terms of this RFP.

4.5. Duty to inform

4.5.1 *Limitations on information provided*

It is the sole responsibility of each Consultant before submitting a Proposal to examine, inspect, and fully inform itself as to all aspects of the Work under the Contract including the requirements set out in the RFP. CUII makes neither representation nor warranty in relation to any information supplied about this RFP, its adequacy, accuracy or suitability for any purpose. By submitting a Proposal, Consultant acknowledges and understands that CUII is not liable for any loss or damage arising from the use of the information, however caused.

4.5.2 *Understanding of Site Conditions*

By submitting a Proposal, each Consultant will be deemed to have satisfied itself as to all matters relative to the location of the Work, including, without limitation, the form and nature of the location of the Work, details and levels of existing Work, the quantities and nature of the Work and materials necessary for the completion of the Work, the means of access to the site, and in general to have itself obtained all necessary information as to risks, and other climatic, geological, hydrological and natural conditions or such other contingencies which may influence or affect a Consultant's Proposal. No claim arising from Consultant's failure to adequately inspect and examine the location of the Work will be considered.

4.5.3 *Amendments or cancellation by CUII.*

CUII may in its discretion at any time and for whatever reason:

- a. Clarify, modify, amend or otherwise change the RFP by issuing a written addendum. Addenda issued by CUII will form an integral part of the RFP.
- b. Alter or cancel the RFP process by issuing a written notice to Consultants.

5. Submittal Form

Project Name: Twin Lakes: Wastewater Treatment Plant Expansion

From (Consultant):

_____ *Full Legal Name of Consultant*

_____ *Street Address*

_____ *City/Town, State, Zip Code*

_____ *Contact Name, Number and Email Address*

1. **CONSULTANT ACKNOWLEDGES THAT IT HAS RECEIVED THE FOLLOWING ADDENDA AND PREPARED ITS PROPOSAL IN ACCORDANCE WITH THEM:**

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

2. **CONSULTANT ACKNOWLEDGES THAT ITS PROPOSAL COMPRISES ALL OF THE DOCUMENTS SUBMITTED WITH THIS BID FORM, INCLUDING THE DELIVERABLES DESCRIBED UNDER SECTION 4, INSTRUCTIONS TO CONSULTANTS.**

3. **BIDDER DECLARES AND AGREES:**

- (a) that its Proposal constitutes a legally valid and binding offer made by the Consultant to CUll and shall be irrevocable and remain open for acceptance by CUll at any time on or before 4 p.m. (CST) on the 90th day after the Closing Time;
- (b) that it possesses the experience, knowledge and skill to carry out the Work in an effective, efficient and good and workmanlike manner all in accordance with the requirements of the RFP and the Contract;
- (c) that the Consultant has examined and satisfied itself as to the nature and location of the Work, quality of materials to be used and all other matters which may in any way affect the Work under the Contract;
- (d) that, except as stated in its Proposal, it has no exceptions to the RFP; and
- (e) that it has arrived at this Proposal without collusion with any competitor.

Signed and submitted this _____ day of _____, 2018, by:

Full Legal Name of Consultant

Name of Witness

Name & Titles of Authorized Signing Officer

Signature of Witness

Signature of Authorized Signing Officer