

Burton Substation Bay 2 Design and Build

No. 2025-410



Kaysville City Corporation

Kaysville Power and Light

RESPONSES ARE DUE PRIOR TO:

April 10, 2025

1:00 PM MDT

Preferred method is to submit:

Hard copy in a sealed envelope:

Responses may be mailed or hand-delivered to:

Kaysville City Administration

Attn: Greg Remington

No. 2025-410

721 West Old Mill Ln

Kaysville, UT 84037

BURTON SUBSTATION BAY 2 DESIGN AND BUILD – REQUEST FOR PROPOSAL (RFP)

REFERENCE NUMBER: 2025-410
PROJECT TITLE: Burton Substation Design and Build
PROJECT LOCATION: Kaysville City, Utah

SUBMISSION DEADLINE: April 10, 2025
SUBMISSION TIME: 1:00 PM MDT
SUMISSION PLACE: Kaysville City Administration
721 West Old Mill Ln
Kaysville, Utah 84037

PROJECT DESCRIPTION:

This Request for Proposal (RFP) will assist the City in selecting a qualified contractor to provide construction services and participate in activities for the design and build of the new bay in the Burton Substation.

PROJECT CONTACT:

Procedural Questions:

Greg Remington
Lead Substation Tech.
(801) 497-7112
gremington@kaysville.gov

Brian Johnson
Power Director
(801) 497-7108
bjohnson@kaysville.gov

RESPONDENTS:

Carefully read all instructions, requirements and specifications. Give all requested information properly and completely. Submit your proposal with appropriate supplements and/or samples. Please submit responses via mail or deliver to the Kaysville City Administration address above by the submission deadline. Proposals received after the submission deadline will not be considered.

Additional instructions for submitting responses:

- A. It is the responsibility of the respondent to assure the bid is submitted in its entirety by the posted due date.
- B. Questions regarding this RFP should be submitted via email. The respondent may contact Project Contact (listed above) for specific questions regarding the proposal content. The bid number and title must be referenced on all responses and correspondence related to the RFP. Significant questions that arise subsequent to the issue of this RFP will be consolidated and answers will be provided to all respondents on record as receiving this RFP. All questions should be submitted to Kaysville City by March 28, 2025 by 1:00 pm.
- C. The recommended method to submit your response is hand delivered to the Kaysville City Operations Center located at 721 West Old Mill Ln, Kaysville Utah. By using alternate methods of delivery, respondent bears all risks if documents are not received at the administrative office prior to the submission deadline. Respondents should call to verify that the Purchasing Agent has received the hard-copy response prior to the RFP closing. If using an alternative method, respondents may either mail or hand-deliver one (1) bound hardcopy and one (1) CD electronic copy to the administration office. Responses should be addressed as follows:

2025-3: Burton Substation Design and Build
Kaysville City Administration
Attn: Greg Remington
721 West Old Mill Ln
Kaysville, Utah 84037

Following the deadline, the names of those responding to the RFP will be made public. All other information will remain confidential.

Unless specifically authorized by the city's administrative office, telephonic proposals or modifications of proposals will not be considered. However, modifications by email, fax, etc. for proposals already submitted through the proper channels will be considered, if received prior to the time for the submission deadline.

SECTION 1: INSTRUCTIONS TO RESPONDENTS

1.1 ADMINISTRATIVE GUIDANCE

The information provided in this RFP is designed to provide interested respondents with sufficient information to submit responses meeting minimum requirements, but it is not intended to limit response content or to exclude any relevant or essential data therefrom. Respondents are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

1.2 SCOPE OF TERMS & CONDITIONS

Before submitting a response, the respondent shall understand all contract conditions referred to in this document, and any addenda issued before the RFP submission date. It shall be the respondent's responsibility to ensure that the response includes all addenda issued prior to the RFP submission date. By submitting a response, the respondent acknowledges and accepts the Terms and Conditions described herein.

1.3 RESPONSE PREPARATION COSTS

Kaysville City is not liable for any cost incurred by the respondent associated with the preparation of the response or the negotiation of a contract for services prior to the issuing of the contract.

1.4 RESTRICTIONS

All responses must clearly set forth any restrictions or provisions deemed necessary by the respondent to effectively service the proposed project.

1.5 RFP RESPONSE & PRICING

Any response submitted pursuant to this RFP shall constitute an offer by the respondent to the City. The cost submitted with the Bid Form shall, upon being awarded a contract subject to this RFP, commit the successful respondent to said cost in performing the Scope of Work. The representations contained in Section 3.3, and submitted pursuant to this RFP, shall be binding upon each respective respondent for (a) sixty (60) days from the submission deadline or (b) until the successful respondent and the City enter into an agreement pursuant to this RFP, whichever occurs first.

A respondent may withdraw or modify its response, including the representations made on the Bid Form, prior to the submission deadline. Any such withdrawal or modification must be in writing, and must be signed by the same authorized officer or agent who originally signed the Bid Form.

1.6 ADDENDUM TO THE RFP

In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all respondents and potential respondents of whom the City has record as having received this RFP. A statement issued in an addendum shall have the effect of modifying this RFP as outlined in said addendum.

Any other communication, whether verbal or written, which are received by any representative of the respondent from sources other than official addendum should be confirmed by the respondent with the RFP contact as being true and accurate prior to incorporating such information into its response. This refers to both formal and informal conversations and communications.

1.7 ALTERNATIVE RESPONSES

Respondents may submit more than one response, each of which must follow the criteria of Section 3 and satisfy the requirements of this RFP. If alternative responses are submitted, the respondent must explain the reasons for the alternative and its comparative benefits. Each response submitted will be evaluated on its own merits.

1.8 DISCLOSURE OF RESPONSE CONTENT

Under the Government Records Access and Management Act ("GRAMA") certain information in the submitted response may be open for public inspection. If the respondent desires to have information contained in its response protected from such disclosure, the respondent may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the response. Pricing elements of any response will not be considered protected. All material contained in and submitted with the response becomes the property of Kaysville City and may be returned only at the city's option.

SECTION 2: BACKGROUND AND PROJECT DESCRIPTION

2.1 BACKGROUND

Kaysville City is a family-friendly, safe, and active community of approximately 33,000 people located halfway between Bountiful and Ogden, Utah. Kaysville Power was formed in 1908 in order to provide street lighting service to the community. It later expanded into providing safe, reliable, and economic power for all of the citizens of Kaysville.

Kaysville Power operates under the governing authority of the Mayor and City council in providing service through its divisions comprising of Operations, Planning/Engineering, Substation, Metering, and Administration.

2.2 PROJECT DESCRIPTION

Burton Substation Scope of Work includes all necessary site preparation, storm water management, debris management, and containment throughout construction. The contractor is responsible for installation, adjustment, placement, and testing of all Owner and Contractor provided electrical equipment, structural steel, concrete foundations, grounding equipment, above and below grade conduit (including feeder getaway conduits to ground sleeves), lighting, and finish rock for a complete and functioning facility.

Kaysville City is seeking a professional team to complete all aspects of the project required in the attached documents. The attached documents will be the guide for the project and all aspects of those documents need to be taken into account when responding to this RFP.

The project management team will be expected to communicate regularly with city staff, including on-site meetings at the city's offices, to successfully complete a design that meets the city's goals and objectives.

2.3 SCOPE OF WORK

Kaysville City Power is Updating its existing Burton Substation. Burton Substation is a 138-12.47kv substation with one transformer and three 12.47kv reclosers fed from two Rocky Mountain Power 138kv lines. The project scope is to add a second 138-12.47kv transformer (already delivered and in Burton Substation), add a high side circuit switcher for the new transformer, build a new low side bus of the new transformer and interconnect it to the existing 12.47kv bus including an additional alternate station service source. As a part of this project the selected Company shall remove and replace the existing control building, replace the existing 12.47kv reclosers and controls, add three new 12.47kv reclosers to be served by the new transformer and replace the existing transformer protection package (all transformer relaying and controls will be in the field and shall be supplied by the City, Recloser controls will be in the field and shall be supplied by the selected Company).

As described above this project consists of one substation site consisting of the engineered design and installation of 138kV high voltage line structure, dead-ends, bus supports, disconnect switches, circuit switchers, and metering equipment. This project will require the Contractor to install open air 12.47kV bus work, the Contractor will also be required to set, install, wire, test, and connect the city supplied control panel in building as shown in the Bid drawings.

Contractor will provide all labor and materials as listed on the Bill of Materials drawings for the substation and transmission tower in addition to all miscellaneous equipment and materials (e.g., conduit, cables, lugs, terminations, labels, grounding equipment and

conductor, foundations, structural steel, crushed rock surfacing, etc.) for a complete, functional and working Electrical Substation. Contractor is responsible for all foundations (earthwork, formwork, backfill, anchor bolts, soil compaction, reinforcement, concrete, curing, finishing, joints, and other related work) within the substation fence and for the transmission tower and the entirety of all conduits between the substation and control building or switchgear including 12.47kV getaway conduits to outside the substation wall, Contractor to coordinate with City or City's selected contractor for feeder locations (pad mounted distribution switchgear inside Substation to be supplied by the City and installed by the Contractor per City specifications).

Contractor is responsible for placing, dressing, aligning and testing all equipment (both City and Contractor supplied) within the Substation. Contractor is responsible for all primary and electrical control wiring, grounding connections and lightning static wire within the Substation and Substation Control Panel.

All 12.47kV to outside feeders and Burton Substation Switchgear compartments will be completed by the contractor (conduit for these connections shall be provided by Contractor).

2.4 DRAWINGS

2.4.1 Spec Sheets Provided:

The attached Spec Sheets are included for Bidding purposes only. Upon award and notice to proceed the successful bidder will be given all an official copy of all the spec sheets and bidding documents must be destroyed or clearly marked as "Obsolete-Not to be Used for design and build".

2.5 CONSTRUCTION STANDARDS

2.5.1 Scope:

This Specification outlines the general procedures to be used in the performance of work by the Contractor contracted by Kaysville City, to provide construction and testing services for the project.

2.5.2 Standards:

- 1) The Contractor's design shall be in accordance with accepted national standards and safety codes.
- 2) Bus Design (If applicable):
 - a) Any items not fully covered herein shall also be of sound engineering design and construction and shall conform to the legally authorized, nationally recognized codes applicable to such items such as NFPA 70, International Building Code, American Concrete Institute, American Institute of Steel Construction, Inc., National Electric Code, API 500, ASME B31.8, ASME Section IX, etc. Contractor is

expected to comply with all applicable regulations. No omission in these specifications shall be construed as relieving Contractor of his responsibility to perform work and furnish materials in accordance with sound engineering practice. Any material required for a complete and functional substation not explicitly listed as Company Supplied on the Electrical BOM shall be provided by the contractor.

2.6 PROJECT SCHEDULE

2.6.1 Major Construction Milestones

1. Bid Closing

April 10, 2025

*All other Construction milestones to be set by bidder in Proposal.

(Reference: 3.1 Timeline)

2.7 PROJECT CONTACT

Respondents may contact the following individual(s) with questions regarding the project:

Brian Johnson

Power Director

bjohnson@kaysville.gov

Greg Remington

Lead Substation Technician

gremington@kaysville.gov

SECTION 3: PROPOSAL & PRICING

3.1 PROPOSAL

Each respondent must submit a complete and concise proposal in response to this RFP, and must demonstrate the respondent's ability to meet the requirements of this RFP. Each proposal must be accompanied by a transmittal letter, signed by an authorized representative, binding the proponent to the terms proposed. At the discretion of the City, the contents of any proposal submitted by the successful respondent may become part of any contract awarded pursuant to this RFP.

Each respondent is solely responsible for any information submitted or omitted from its proposal. All materials contained in, or submitted with, a proposal shall become the property of the City, and may be returned only at the City's option.

Proposals must include the following information:

3.1.1. Letter of Transmittal

The letter of transmittal should include an introduction of the Respondent, including the name, address, telephone number, and fax number of the person to be contacted, along with others who are authorized to represent the Respondent in dealing with this RFP. Any other information not appropriately contained in the body of the proposal should also be

included in the letter of transmittal. The transmittal letter should be signed by an authorized representative of the Respondent empowered with the right to bind the Respondent for the amounts estimated and terms proposed. This section should also include the Signature of Respondent page included at the end of this document.

3.1.2. Project Team

Identify the key people that will work on the project, including their responsibilities on the project and past qualifications.

3.1.3. References & Qualifications

Include a list of clients for which the respondent has completed construction services, including the name of the organization, name of individual to contact, and contact information. References may include public and/or private sector organizations. As appropriate, include pictures and/or plans of previous work.

3.1.4. Timeline

Include a proposed timeline for the project. Identify a start and end date for each key aspect of the project. Estimate a date of completion for each section as well as a date of completion for the entire project. Include a description of availability and indicate how soon after award of contract that work will begin. Establish critical completion dates for major milestones in the project. Agreed upon critical completion timelines with Kaysville Power and the respondent will result in penalties as stated herein: 2.6.3 Failure to complete critical completion dates.

3.1.5. Cost Proposal

The Respondent must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The respondent should also include a proposed billing schedule. The cost proposal submitted should be the itemized Bid Summary Sheet covered in Section 5. The Bid Summary Sheet is intended to be all inclusive. Respondents are expected to review the Construction Document and complete an itemized Bid Summary Sheet.

The pricing for all products and services shall remain firm for the duration of the contract. No price changes, additions, or subsequent qualifications will be honored throughout the duration of the contract except with approved change orders. Pricing on all transportation, mobilization and other charges shall be prepaid by the Respondent and included in the proposal price. The Respondent must indicate any additional charges not mentioned above or forfeit the right to payment for such items.

3.1.6. Financial Report

The Respondent should furnish a current financial report (GAAP compliant) for the past three fiscal years. The financial report should include the size of the Respondent as measured by:

- A. Number of personnel;
- B. Number of clients, including the names of clients in the State of Utah; and
- C. Annual sales.

3.2 PROPOSAL FORMAT AND STYLE

The format and style of the proposal is at the discretion of the respondent. Respondents are encouraged to provide any supplemental information and attachments relevant to the response.

3.3 INSURANCE

During the performance of the service described herein, the Contractor shall:

- 1) Maintain Commercial General Liability to protect the Contractor, its subcontractors, and the City against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively. The minimum liability coverage required may be increased depending on the nature of the services provided.
- 2) Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
- 3) Maintain Workers' Compensation insurance as required by Utah law.
- 4) Provide to the City Manager, before beginning the service, an original, signed Certificate of Insurance, evidencing such insurance, naming the City as an

additional insured and stating that the coverage is primary to any other coverage the City may possess. The Contractor shall furnish the City immediate written notice of any changes or cancellation of the policy. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the City's Risk Manager. Insurance coverage required in these specifications shall be in force throughout the Term. Municipal Exclusions, if any, for General Liability coverage shall be deleted. Should Contractor fail to immediately provide acceptable evidence of current insurance at any time during the Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City for all available remedies – in equity and at law.

- 5) The Contractor will secure evidence of all insurance policies of its subcontractors which shall be made available to the City on demand. The Contractor shall require its subcontractors to name the Contractor and the City as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- 6) Contractual and other Liability insurance provided under this contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result.

3.4 Bid Bond Clause:

Each Bid shall be accompanied by a bid bond in the amount of 10% of the overall cost of the bid. A properly licensed commercial surety must issue the Bid bond. The successful bidder's bond will be retained by Kaysville City until a contract is signed and services have commenced and been satisfactorily performed, to the Cities satisfaction, for a period of 60 days.

3.5 PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on March 25, 2025 at 1:00 pm in the Kaysville Power Department (721 West Old Mill Ln. Kaysville, Utah 84037) to discuss the Scope of Work, visit job site and to answer any questions regarding this RFP. Attendance is mandatory, and the City may disregard any proposal submitted by a proponent who fails to attend.

3.6 REPRESENTATIONS & WARRANTIES

By submitting a proposal, each respondent represents and warrants that:

- 3.6.1. Its proposal is made in good faith.
- 3.6.2. Its proposal is not submitted in the interest of, or on behalf of, another person or entity.
- 3.6.3. It has not directly or indirectly induced or solicited any other proponent to submit a bid other than in good faith.
- 3.6.4. It has not directly or indirectly induced or solicited any other person or entity to abstain from submitting a proposal.
- 3.6.5. It has not sought by collusion to obtain for itself any advantage over other proponents or the City.
- 3.6.6. It shall not violate, or cause any other person or entity to violate, any Federal, State, or municipal law, including (but not limited to) the Utah Municipal Officers and Employees Ethics Act.

SECTION 4: RESPONSE EVALUATION

4.1 EVALUATION PROCESS

All proposals submitted in response to this RFP will be evaluated in a manner consistent with the Kaysville City Municipal Code, and as otherwise set forth in this RFP.

As an initial step in the evaluation process, the City shall review all proposals received by the submission deadline. Next, any timely, yet non-responsive proposals (i.e., those proposals not conforming to the requirements set forth in this RFP or the Kaysville City Municipal Code) will be eliminated. All remaining timely and responsive proposals shall then be reviewed by the City to eliminate from further considerations those bids which, in the sole discretion and judgment of the City, fail to offer sufficient or substantive provisions which are required to warrant further consideration. The City reserves the right to disqualify any proposal that significantly deviates from the terms, conditions, and specifications contemplated by this RFP. Any remaining bids will then be reviewed and evaluated in detail. If the City discovers at any point in the evaluation process that a proposal is lacking required or requested information, the City may remove said proposal from further consideration.

Kaysville City reserves the right to be the sole judge as to the overall acceptability of any response or to judge the individual merits of specific provisions within competing offers.

4.2 EVALUATION CRITERIA

In determining which respondent is the lowest responsible proponent, the City shall evaluate the proposals received in accordance with the following criteria:

- 4.2.1. The respondent's relevant qualifications.

- 4.2.2. The respondent's professional reputation (with the City and other entities or individuals), including character, integrity, reputation, judgment, experience, and efficiency.
- 4.2.3. The quality of goods and services proposed, as well as the quality of previous goods or services provided by the respondent.
- 4.2.4. The respondent's ability, capacity, and skill to provide the Scope of Work.
- 4.2.5. The sufficiency of a respondent's financial resources, and the effect thereof on the respondent's ability to perform the Scope of Work.
- 4.2.6. Any litigation, prosecution, or other claims by or against a respondent.
- 4.2.7. Availability to perform the Scope of Work, as well as the proposed schedule of completion contained in the proposal.
- 4.2.8. The ability of a respondent to provide future maintenance and service with respect to the Scope of Work.
- 4.2.9. The proposed RFP pricing.
- 4.2.10. Which proposal will provide the best economic advantage to Kaysville City.
- 4.2.11. Any other legally valid basis that the City, in its sole discretion, may deem probative.

4.3 AWARD OF CONTRACT

Upon completion of the evaluation process contemplated by the Kaysville City Municipal Code and this RFP, the City may, but is not required to, negotiate with and award a contract for the Scope of Work to the lowest responsible proponent whose proposal is determined in the sole discretion of the City to be in the best interests of the City.

If the City decides to award a contract pursuant to this RFP, the successful proponent shall be required to enter into a contract with the City for the Scope of Work.

Respondents are urged to give special attention to the insurance letter requirements set forth in Attached Insurance Requirements letter. The aforementioned bonds/letters of credit must be provided, and shall become part of the final contract.

4.4 RIGHT TO REJECT

The City reserves the right to reject any and all proposals and to waive any formality in the proposals received, to accept or reject any or all of the items in the proposal, and award the contract subject to this RFP, in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the proposals if any such action is deemed in the best interest of the city.

SECTION 5: BID SUMMARY SHEET—BURTON SUBSTATION DESIGN AND BUILD

It is the contractor's responsibility to complete the itemized Bid Summary Sheet when responding to this RFP.

BID FORM: SIGNATURE OF RESPONDENT

By submitting a proposal pursuant to this RFP, each respondent acknowledges that its proposal may be subject to public disclosure pursuant to the Government Records Access and Management Act (“GRAMA”). If a respondent desires to have specific information contained in its proposal protected from public disclosure, the respondent may provide a written claim and description of business confidentiality with respect to any such information. Filing a written claim and description of business confidentiality does not guarantee that any information will remain protected or private as the City will strictly comply with GRAMA. As a general rule, RFP pricing shall not be considered protected or private information.

I hereby acknowledge that I have received, read, and understand the foregoing BURTON SUBSTATION BAY 2 DESIGN AND BUILD (RFP No. 2025-410). The proposal that has been submitted herewith complies with the requirements of said RFP.

Upon acceptance of this RFP, the undersigned agrees to complete all required work as described in this RFP according to the terms and conditions described herein.

Please complete this form and return no later than the RFP deadline, as indicated on the cover page.

Company _____

By _____

Title _____

Signature _____

Address _____

Phone _____

Email _____

Date _____