

RESOLUTION NO. 2023- 528

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SARGENT & LUNDY LLC, CHICAGO, IL TO PROVIDE ENGINEERING SERVICE FOR THE WEST VINELAND SUBSTATION REBUILD PROJECT, IN AN AMOUNT NOT TO EXCEED \$219,200.00.

WHEREAS, the City Council of the City of Vineland has adopted Resolution No. 2023-37, a Resolution pre-qualifying certain firms to submit proposals for as needed Architectural and Engineering Services; and

WHEREAS, the City of Vineland has a need for Professional Services to Provide for the West Vineland Substation Rebuild Project – Equipment & EPC Specifications, RFP, Relay Settings & Owner’s Engineering Services; and

WHEREAS, the Director of Municipal Utilities has recommended that a contract for the required services be awarded to Sargent & Lundy LLC, Chicago, IL, for the contract period of one year from date of award, in accordance with Professional Services Contract No. C23-0016 and Sargent & Lundy’s proposal dated October 12, 2023, pursuant to a fair and open process; and

WHEREAS, this contract is awarded in an amount not to exceed \$219,200.00; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

1. NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said contract for Professional Services for the West Vineland Substation Rebuild Project – Equipment & EPC Specifications, RFP, Relay Settings & Owner’s Engineering Services be awarded to Sargent & Lundy LLC, Chicago, IL, for the contract period of one year from date of award, in accordance with Professional Services Contract No. C23-0016 and in accordance with proposal dated October 12, 2023, pursuant to a fair and open process, in an amount not to exceed \$219,500.00.

Adopted:

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President of Council

ATTEST:

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City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS  
UNDER 40A:11-5 EXCEPTIONS  
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

10/16/2023

(DATE)

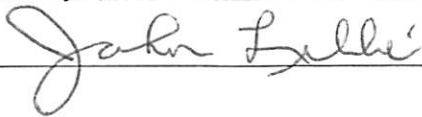


1. Service (detailed description): West Vineland Substation Rebuild Project - Equipment & EPC Specifications, RFP, Relay Settings & Owner's Engineering Services
2. Amount to be Awarded: \$ 219,200.00

- ☒ Encumber Total Award  
☐ Encumber by Supplemental Release

3. Amount Budgeted: \$ 500,000.00
4. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year \_\_\_\_\_
5. \*\*Account Number to be Charged: C-06-00-000-2301-72000
6. Contract Period: One (1) Year
7. Date To Be Awarded: 11/14/2023
8. Recommended Vendor and Address: Sargent & Lundy, L.L.C.  
8070 Solutions Center, Chicago, IL 60677
9. Justification for Vendor Recommendation: (attach additional information for Council review)  
Sargent & Lundy have provided VMEU with substation design specifications since 2020. VMEU's West Substation is in need of renovation and upgrades due to antiquated technology and aged equipment. S&L are the most qualified engineering service providers to perform the tasks required.

- ☐ Non-Fair & Open (Pay-to-Play documents required)  
☒ Fair & Open: How was RFP advertised? C23-0016

10. Evaluation Performed by: Will Burns & Emily Smith
11. Approved by: 

12. Attachments:

- ☒ Awarding Proposal  
☐ Other: \_\_\_\_\_

- Send copies to:  
Purchasing Division  
Business Administration

\*\* If more than one account #, provide break down

**Udit Narayanan**  
Project Manager  
Phone: (301) 517-6495  
Email: [udit.narayanan@sargentlundy.com](mailto:udit.narayanan@sargentlundy.com)

October 12, 2023  
**Proposal: SL-EGIS-COV-2023-004**

William Burns  
Engineer  
City of Vineland – Vineland Municipal Electric Utility  
57 W Park Ave, Suite A  
Vineland, NJ 08360

**Subject: West Vineland Substation – Rebuild Project – Equipment & EPC Specifications, RFP, Relay Settings & Owner’s Engineering Services**

Mr. Burns,

Sargent & Lundy (S&L) is pleased to submit this commercial proposal to provide engineering services for the City of Vineland’s Vineland Municipal Electric Utility (VMEU) West Vineland Substation.

**PROJECT SCOPE**

The City of Vineland has requested engineering services from Sargent and Lundy to support rebuilding their 69/13kV area of West Vineland substation. The existing 15/28 MVA OA/FA LTC transformer shall be replaced with a new 56MVA transformer, and the existing 13kV indoor switchgear will be replaced with a new metal-clad double-level indoor switchgear. Additionally, this project shall also include the replacement of the transformer’s high-side 69kV disconnect switch. S&L has previously performed a feasibility study for the proposed 56MVA transformer, including developing plans and sections showing that a new 56MVA transformer can be accommodated at the existing transformer’s location.

**Proposal:**

This proposal provides the following engineering services:

**Equipment Specifications & 3D Scans**

1. 3D Scan
  - a. Perform an exterior 3D Scan of the Exterior (69kV Yard) and Interior (13kV Switchgear and Relay Control House) of West Vineland Substation
2. Modify the previously completed feasibility study drawings to demonstrate the removal of existing equipment and installation of proposed new equipment (switch, transformer, switchgear, bus/conductors, and bus duct).
3. Major Equipment Specifications
  - a. 69kV Disconnect Switch Specification for West Vineland Substation
  - b. 69/13kV Power Transformer Specification for West Vineland Substation
    - i. Tailored specifications for this project
    - ii. Drawings (plans and sections) from the Transformer Feasibility Study (*based on the selected option by VMEU*)
    - iii. Exterior 3D Scan of the 69kV yard

- c. 13kV Metal-Clad Indoor Switchgear & Relay Specification for West Vineland Substation
  - i. Tailored specifications for this project
  - ii. Concept One-Lines
    - 1. Including dedicated DER feeder bus
    - 2. Including new & future/spare feeders
  - iii. Concept Double-Level Dual Feeder Switchgear Relay Cubicle Door Fronts
  - iv. 13kV Switchgear Layout, Bus Arrangement and Protection Schemes
- 4. Major Equipment Manufacturer Bids – Review, Support, and Recommendation
  - a. 69kV Disconnect Switch
  - b. 69/13kV Power Transformer
  - c. 13kV Metal-Clad Indoor Switchgear

### **EPC Specifications and Request for Proposal Documents**

- 1. Tailored EPC Equipment Specifications of additional substation equipment for this project
  - a. 69kV Rigid & Strain Bus Conductors
  - b. 69kV & 13kV Bus Arrangements and Protection Schemes
  - c. Primary Bus Design/Conductor Materials/Equipment Loadability Specifications
  - d. AC and DC Auxiliary Power Systems
    - i. Outdoor DC Battery, Charger & DC system
  - e. Control and LV Power Cable Specifications
  - f. Foundation/Wall/Oil Containment Design Specifications & Drawings
  - g. Steel Structure Design Specification
  - h. Substation Grounding Specification
  - i. Trench/Duct/Conduit Design Specification
  - j. 69kV Transformer Area Yard General Arrangement Drawings
- 2. Request for Proposal Document (per VMEU guidelines)
- 3. Equipment Manufacturer Bids – Review, Support, and Recommendation
- 4. **[Optional Scope] New 13kV Feeder Routing**
  - a. The new feeders shall be routed from the switchgear to a location just outside the substation fence (either to a utility access hole or typical splice point for VMEU use).

### **Transformer and Switchgear Relay Settings**

- 1. Relay Settings, I/O List and Basis Report
  - a. 69/13kV Transformer Primary & Backup Protection Relay Settings
  - b. 13kV Transformer Low-Side Bus Protection Relay Settings
  - c. 13kV Bus Protection Relay Settings
  - d. 13kV Feeder Protection Relay Settings
- 2. Configuration files for field deployment

### **Owner's Engineer Services**

- 1. QA/QC Reviews
  - a. 60%, 90%, IFC EPC Contractor Design Package Reviews
- 2. Construction Support
  - a. Provide Technical Support to VMEU
  - b. Contractor RFI Responses
  - c. On-site Support (as required)

**Submittal Packages:**

- 3D Scan Files
- Major Equipment Specifications Package (Transformer, Disconnect Switch & Switchgear)
- Tailored EPC Specifications of Additional Substation Equipment
- Equipment and EPC Request for Proposal Documents
- Bid Documents
- Relay Settings & Configuration Files
- Owner's Engineer QA/QC Reviews of EPC Design Packages
- Construction RFI Responses

**Assumptions and Clarifications:**

- S&L will include preliminary switchgear drawings in the project switchgear specification, that the bidder must use to provide a detailed concept in their plans and elevations of their switchgear in West Vineland substation's existing control building.
- VMEU will provide their existing specifications at project award. S&L shall use previously developed specifications for this project.
- VMEU does not have a transmission voltage (69kV) disconnect switch equipment specification. S&L shall develop a new specification for this project.
- S&L shall develop preliminary drawings based on industry experience and past projects.
- S&L shall provide equipment bid reviews, bid support, and bid recommendation services based on the specifications and project requirements.
- S&L will set up engineering and design meetings virtually via MS Teams or similar platforms. If required by VMEU, S&L will attend these meetings in person.
- S&L has included \$1000 of travel expenses for in-person engineering and design meetings.
- The 3D Scan shall be performed over two days by two people at West Vineland substation. The collected data shall then be processed for use in engineering and design activities.
- The transformer specification developed for West Vineland substation shall also be applicable to Central North substation.
- S&L will lead the EPC pre-bid meeting and site walkdown at VMEU offices and substation (2 people for 1 day). This proposal assumes VMEU would be performing the EPC bid activities and bid events. S&L shall provide technical and bid review support to VMEU.
- This proposal does not include an on-site Construction or Commissioning Manager during the construction phase of the overall project. Should VMEU later decide they would like S&L to provide this service, this can be added to the contract or be part of a separate contract.
- S&L has included \$20,000 for S&L Construction activities. The work includes responding to EPC/Contractor RFIs, in-office Construction Support, and on-site Construction support. S&L will notify VMEU should we reach 80% spend of this amount and discuss if additional funding is needed.

**QUALITY ASSURANCE**

- S&L work shall be performed under S&L's Quality Assurance Program (ISO 9001 Certified), SL-QAP for non-safety related work. Industry standards and procedures shall also be followed as applicable.
- All applicable deliverables will be prepared under the supervision of a professional engineer registered in the State of New Jersey and deliverables issued for fabrication and/or construction will be sealed according to S&L General Engineering Guideline GEG-3100-02-NJ and/or in accordance with state law.

## SCHEDULE

The proposed schedule for this project will be:

Task Name	Duration	Start	Finish
<b>Contract Award</b>	<b>0 days</b>	<b>Mon 10/23/23</b>	<b>Mon 10/23/23</b>
<b>Project Kick Off</b>	<b>1 day</b>	<b>Mon 10/23/23</b>	<b>Mon 10/23/23</b>
S&L - 3D Scan Package	15 days	Tue 10/24/23	Mon 11/13/23
S&L - Major Equipment Specifications Package	25 days	Tue 10/24/23	Wed 11/29/23
VMEU Review of 3D Scan and Specifications Packages	15 days	Thu 11/30/23	Wed 12/20/23
<b>S&amp;L - Final Major Equipment Specifications and Bid Package</b>	<b>15 days</b>	<b>Thu 12/21/23</b>	<b>Mon 1/15/24</b>
S&L - EPC Specifications Package and RFP Documents	25 days	Tue 1/16/24	Mon 2/19/24
VMEU Review of EPC Specifications and RFP Documents	15 days	Tue 2/20/24	Mon 3/11/24
<b>S&amp;L - Final EPC Specifications and RFP Documents</b>	<b>15 days</b>	<b>Tue 3/12/24</b>	<b>Mon 4/1/24</b>
S&L - Relay Settings**	25 days	Tue 4/2/24	Mon 5/6/24
VMEU Review Relay Settings**	15 days	Tue 5/7/24	Mon 5/27/24
<b>S&amp;L - Final Relay Settings**</b>	<b>10 days</b>	<b>Tue 5/28/24</b>	<b>Mon 6/10/24</b>

\*\*Above is a preliminary project schedule for the proposed activities. Should there be delays in the switchgear design, the relay settings development schedule may slip.

Subsequent project scope tasks (EPC QA/QC reviews, Construction Support, etc.) shall be coordinated with VMEU and the EPC Contractor. S&L will work with VMEU to adjust and maintain a schedule to issue design packages and reviews in a timely manner.

## PROJECT TEAM / KEY PERSONNEL

- This project will be executed from our Hamilton, NJ, Wilmington, DE, and Elkridge, MD offices. S&L will staff this project as required to meet the project execution schedule. The following key members of the project team are Project Director, Jeremy Johnson and Project Manager, Udit Narayanan.
- **Mr. Jeremy Johnson, PE, PMP** will serve as the Project Director, overseeing project performance, including meeting schedule, budget adherence, a quality focus, and zero safety incidents.
- **Mr. Udit Narayanan** will serve as the Project Manager, acting as the point of contact for any technical, schedule, or budget issues.

S&L will staff this project with qualified preparers and reviewers. All project team members will be internally qualified in accordance with S&L's System of Processes and Personnel Qualifications (SPPQ) to work on the respective deliverables based on discipline. Resumes can be provided upon request.

## GENERAL TERMS AND CONDITIONS

S&L will perform the work in accordance with our Engineering Services Contract SA-36768/C23-0016.

## PAYMENT TERMS & PRICING

### Payment Terms:

Lumped-Sum (Fixed) Pricing is being offered for the services as part of this proposal.

Scope of Work	Pricing	Contract/Payment Terms
Base Scope	\$ 198,700	Lump Sum – Milestone Schedule Below
Optional Scope	\$ 20,500	Lump Sum – 13kV Feeder Routing

### Payment Schedule:

Milestone	Payment Schedule
Contract Award	\$ 7,900
Final 3D Scan, Major Equipment Specifications & Bid Package	\$ 36,800
Final EPC Specifications & RFP Documents	\$ 35,100
Final Relay Settings, I/O, and Basis Documents	\$ 42,500
60% EPC Package Review	\$ 21,100
90% EPC Package Review	\$ 22,900
IFC Package Review	\$ 12,400
Post Construction (billed monthly)	\$ 20,000
<b>TOTAL (Base Scope)</b>	<b>\$ 198,700</b>
<b>TOTAL (Including Optional Scope)</b>	<b>\$ 219,200</b>

## CONCLUSION

Please feel free to contact me at (301) 517-6495 if you should have any questions or require additional information on our proposal.

We appreciate the opportunity to serve the City of Vineland and Vineland Municipal Electric Utility through this proposal for professional services.

Yours very truly,

Udit Narayanan  
Project Manager

Copies (Via Email):  
J. Johnson (S&L)  
T. Dunmore (VMEU)  
E. Smith (VMEU)  
C. Young (VMEU)



1. **INTRODUCTION.** Sargent & Lundy, L.L.C. ("Contractor") is pleased to present the following Engineering Services Short Form Contract (the "Contract") as the basis for providing consulting and engineering services required by The City of Vineland ("City") from time to time for all study and report activities, backfit and plant betterment projects or minor design projects of undefined or indefinite scope. A separate agreement will be provided to cover the authorization of any major design project.
2. **SCOPE OF SERVICES**
  - 2.1. The scope of Contractor's services shall include consulting, engineering, planning, design and associated services, excluding construction management or the assignment of field personnel (the "Services").
  - 2.2. Services authorized under this Contract will be on an individual project basis as authorized in a written purchase order. The City shall advise Contractor of the nature, scope and schedule of the Services required, and Contractor shall determine its ability to meet such requirements and promptly advise the City. Any resulting authorization given by the City shall reference this Contract and the terms and conditions stated herein shall apply and govern.
  - 2.3. This Contract does not establish any commitment or obligation on the part of the City to procure or Contractor to provide Services.
3. **COMPENSATION FOR SERVICES.** Compensation for Services performed pursuant to this Contract will be determined, billed and paid as follows:
  - 3.1. Time of personnel will be billed at the fixed hourly rates by classification in effect at the time the Services are rendered for the number of hours devoted to the project. Hourly billing rates effective for the current calendar year are attached hereto as Exhibit 1. If Contractor modifies these rates, Contractor will notify the City in writing.
  - 3.2. Included in the hourly billing rates are salary and wage-related expenses such as sick and personal leave; vacation and holiday pay; home office overtime premium; health and retirement benefits; group life and workers' compensation insurance premiums; federal, state and local payroll taxes imposed on employers such as FICA, excise and unemployment taxes; general office overhead expenses such as rent, light, stationary, supplies and the salaries and wages of certain personnel while engaged in the internal administration of Contractor; and profit.
  - 3.3. The rental of any special testing equipment and other miscellaneous direct expenses will be billed at actual cost.
  - 3.4. Any travel expenses, including transportation, room, board and other similar expenses will be billed at actual cost.
  - 3.5. The services of outside consultants approved by the City will be billed at actual cost, plus ten percent (10%) for handling. If such consultants are retained and paid directly by the City, Contractor will, if requested by the City, administer the contracts, and the handling charge will not apply.
  - 3.6. Invoices will be submitted monthly as the work progresses or in accordance with a mutually agreed payment schedule, as appropriate. Payment shall be due within thirty (30) calendar days of receipt of each invoice. In the event of a dispute regarding any invoice, the undisputed amounts will be paid, and the City will notify Contractor in writing of the amounts in dispute and the basis therefor within such thirty (30) day period.
  - 3.7. Contractor will have the right, at its sole option, to suspend or terminate the Services, either in whole or in part, in the event any undisputed amounts are not paid within forty-five (45) calendar days of receipt of any invoice. Moreover, the City shall waive any claim asserted against Contractor and agrees to defend, indemnify and hold Contractor harmless from and against any claims arising from such suspension or termination.
4. **GENERAL TERMS AND CONDITIONS**
  - 4.1. Contractor shall render the Services in accordance with generally accepted engineering practices using currently recognized engineering principles and practices. Contractor makes no other warranty or guarantee, either express or implied.
  - 4.2. Contractor's sole obligation and the City's exclusive remedy for any failure to perform the Services in accordance with generally accepted engineering principles and practices, whether in contract or tort, shall be to reperform those Services, so long as the City reports such failure in writing to Contractor within a reasonable time following discovery thereof but in no event later than one year from the date on which such Services were performed. After said one year, Contractor shall have no remaining obligation to reperform any Services or otherwise compensate the City.
  - 4.3. In no event shall Contractor, at any time, be responsible or liable for any consequential, special, incidental, punitive, or indirect damages, including but not limited to loss of profits, revenue, use, capital, business opportunity, or claims of customers, cost of purchased or replacement power, or for any other loss of any such nature, whether based on contract, tort, strict liability or otherwise and arising from any cause whatsoever by reason of the Services rendered under this Contract.
  - 4.4. Neither the City nor Contractor shall be liable for any default or delay caused by any contingency beyond such party's control such as wars, acts of terrorism, strikes, walkouts, fires, floods, natural calamities, pandemics,



epidemics, or the demands or requirements of governmental agencies.

- 4.5. Contractor shall endeavor to prepare cost estimates, project schedules, reports or any other deliverables as accurately as possible based on current information and experience. It is expressly acknowledged that information and data provided by others, which may constitute the basis for these deliverables, has not been independently verified by Contractor. In addition, the City acknowledges that the cost estimates, project schedules, reports or any other deliverables generated by Contractor are time sensitive, and changes in the underlying data, applicable codes, standards and acceptable engineering practices, as well as the passage of time, may affect the accuracy of the deliverables provided to the City.
- 4.6. The City shall see that all field contractors have general liability insurance for each project and name the City and Contractor as additional insureds on a primary, noncontributory basis. A waiver of subrogation will also be provided by these field contractors. To the extent permitted by law, the City shall cause its construction contractors to indemnify, defend and hold the City and Contractor harmless from and against any and all claims, demands, suits, damages, losses, costs and expenses, including consequential damages and damages resulting from personal injury, property damage, costs, expenses and fees that are asserted against the City and Contractor arising out of or resulting from the acts or omissions of such construction contractors, their employees, agents and representatives in performing work on a project.
- 4.7. This Contract gives no rights or benefits to anyone other than the City and Contractor and does not create any third party beneficiaries to the Contract.
- 4.8. This Contract contains information and data considered by Contractor to be confidential. It shall not be disclosed in whole or in part to any third party without the prior written consent of Contractor, which consent shall not be unreasonably withheld.
- 4.9. This Contract may be terminated for the convenience of the City or Contractor at any time by providing thirty (30) calendar days prior written notice.
- 4.10. The use of a purchase order form or other similar City-generated document to administer this Contract shall be for convenience purposes only, and any typed provision in conflict with the terms of this Contract and all preprinted commercial terms and conditions contained in or on such forms shall be deemed stricken, null and void.
- 4.11. Notwithstanding any other provision of this Contract to the contrary, Contractor's aggregate limitation of liability for any and all claims arising out of, related to or in connection with any purchase order, whether based on contract, tort, strict liability or otherwise, shall be the

lesser of (a) the total compensation associated with such purchase order and (b) \$250,000. Contractor's aggregate limitation of liability under this Contract shall not exceed \$1,000,000.

- 4.12. This Contract constitutes the entire agreement between the City and Contractor and supersedes any oral or written representations, understandings, proposals or communications heretofore entered into by or on account of the parties hereto and may not be changed, modified or amended, except in writing signed by the City and Contractor. In the event of any conflict between this Contract and any City-generated document, the terms and conditions of this Contract shall control.