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REQUEST FOR PROPOSALS

**CITY OF NEW ORLEANS
AMMONIA DISTRICT COOLING PLANT**

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Guillot-Vogt Associates, Inc.
Engineers and Architects
2720 Metairie Lawn Drive
Metairie, Louisiana 70002

MASTER

GVA Project No. 3007

September 16, 1993

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REQUEST FOR PROPOSALS

CITY OF NEW ORLEANS AMMONIA DISTRICT COOLING PLANT

GVA Project No. 3007

A. SOLICITATION

The City of New Orleans, Louisiana ("City") hereby requests proposals from qualified firms and organizations to perform as the Vendor in providing recirculated chilled water or other suitable medium for cooling a group of buildings referred to as the "Judicial Complex", located together in the immediate vicinity of Tulane Avenue and Broad Street in New Orleans. Vendor will be required to design, construct, maintain and operate a District Plant with chillers using ammonia as the primary refrigerant, as well as the distribution system to selected buildings, together hereinafter referred to as "District Plant". The basis of the Vendor agreement is to be "shared savings".

Proposals will be received until 2:00 p.m. on Tuesday, November 16, 1993, in the City Capital Projects Administration Offices, Room 6E01, City Hall.

Five (5) separately bound copies of the proposal must be submitted. Proposals shall be restricted to a maximum sheet size of 8½" x 14". Proposals must respond to each item described in this announcement. Proposals received late, in insufficient quantity, or not in compliance with the requirements of this announcement shall be subject to disqualification.

Proposals and inquiries shall be made to the attention of the following:

Knox H. Tumlin, CDT, CSI, AIA
Capital Projects Administrator

or

Karl H. Clifford, Senior Architect

Room 6E01, City Hall
1300 Perdido Street
New Orleans, Louisiana 70112
Phone: (504) 565-6069

B. REFERENCED DRAWINGS

Copies of the following drawings are attached for information only:

Attachment #1 Excerpt from feasibility study by Warren G. Moses and Co., Inc., dated October 1992 - Sheet M-1 - "Site and Piping Routing"

Attachment #2 Excerpt from feasibility study by Warren G. Moses and Co., Inc., dated October 1992 - Sheet M-2 - "Plan Central Chilled Water Plant"

C. VENDOR QUALIFICATIONS

To qualify for consideration of proposals rendered, the Vendor must present to the City evidence of financial solvency and stability as well as the ability to capitalize the District Plant Project without undue financial risk. The Vendor shall provide a comprehensive financing plan outlining sources and types of financing to be used to implement the project. The Vendor must also have successful experience with similar projects. Prior to awarding a contract, the City may at its discretion require additional proof of the Vendor's qualifications including examination of audited financial records and verification of past contractual performance.

D. SCOPE OF PROPOSED VENDOR SERVICES

1. Relationship Between Vendor and City

The Vendor shall act as an independent contractor to provide a District Plant with the City as the sole customer.

The District Plant building and equipment, distribution system, and all equipment and apparatus which is directly a part of the District Plant Project, whether located within the Plant building or remotely, will be owned, operated, and maintained by the Vendor during the Vendor's term of service. Title to all land shall remain with the City.

The District Plant shall be the primary source of cooling medium for the selected buildings of the Judicial Complex.

2. Vendor Term of Service to City

The Vendor's term of service to the City shall begin upon execution of a contract by the City, tentatively programmed for February 1, 1994. Completion of design of the District Plant by the Vendor is programmed for August 1, 1994. Construction shall be completed and the District Plant shall be functionally operational prior to July 1, 1995. Following satisfactory completion of construction and the successful demonstration of District Plant operation, the Vendor shall commence to furnish recirculated cooling medium for the Judicial Complex for a period of 20 years after which time the Vendor's initial term of service to the City will be completed.

3. Construction of the District Plant

a. The Vendor shall be completely responsible for the financing, design, and construction of a fully functional District Plant. The word "functional" as used in this document is meant to denote immediate readiness to provide recirculated cooling medium to satisfy the cooling needs of the selected buildings of the Judicial Complex. The Plant shall operate 24 hours per day, 365 days per year.

b. The design approach as well as materials and methods used to construct and to operate the District Plant shall be approved by the City prior to implementation.

c. This project includes cooling medium for the Police Headquarters Building, the Traffic Courts Building, and the House of Detention Building. This project was conceived as Phase I of a three-phase Master Plan. Phase II would enlarge and extend the District Plant to serve the Community Correctional Center Building and a future Juvenile Courts Building. Phase III would enlarge and extend the District Plant to serve the Criminal Courts Building and the Old Parish Prison Building. The

City makes no commitment to implement Phase II or Phase III. Planning under this project shall include provisions for expanding the District Plant Building and for extending the District Plant distribution system to meet the requirements for Phase II and III. Planning shall include provisions for a maximum Plant capacity of 4,500 tons. The distribution piping from the District Plant to the point of connection to the existing buildings shall be sized under this project to circulate 4,500 tons of cooling medium.

d. The Vendor shall provide a permanent building to be built on the parcel of City property located at the intersection of Poydras Street and Broad Street as suitable housing for the chiller equipment. The District Plant Building shall include all equipment and apparatus necessary for the efficient cooling and recirculation of cooling medium to the selected buildings as well as provisions for District Plant operating and maintenance personnel. See Attachment #2.

e. The District Plant shall include fluid chillers employing ammonia as the primary refrigerant, pumps, cooling towers, automatic metering and controls, and all other equipment and apparatus necessary for operation.

f. The District Plant shall have adequate standby pumps, cooling towers, chillers and accessories to provide adequate cooling medium to meet the peak cooling load with loss of a single chiller, a single pump or any other single equipment item. The Vendor shall prepare a cooling load analysis of the connected load prior to sizing Plant equipment. The load analysis shall be in conformance with the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Handbook of Fundamentals.

g. It is intended that distribution piping be run overhead to cross beneath the Broad Street overpass and run alongside the overpass to the corner of Perdido Street where it will drop to run underground to the selected buildings. At aboveground locations, the piping could possibly be supported from the Broad Street overpass. It will be the vendor's responsibility to seek approval from DOTD and other governmental agencies to support piping from the overpass. If approval is not obtained, the vendor shall provide an alternate method and/or routing at no additional cost to the City. A recent underground utilities survey is available to consider conflicts between the new underground piping and known existing underground utilities.

A heat exchanger (or exchangers) is to be provided to separate the District Plant system from the building chilled water systems. The exchanger(s) will be considered part of the District Plant system. The City will be responsible for operation and maintenance of the building chilled water system from the point of connection to the exchanger(s). It is the intent of the City to circulate constant flow chilled water at 45 degrees F within the buildings.

h. The Vendor must obtain an environmental impact determination from the State of Louisiana prior to introducing refrigerant onto the site. Construction of the District Plant Building should include adequate alarms, containment methods, personnel protection, etc., to preclude any major delays in obtaining the proper environmental permits.

i. An automatic centralized metering system shall be provided by the Vendor to measure cooling usage for purposes of billing the City on a monthly basis. Maintenance and calibration of metering devices is the responsibility of the Vendor. The City retains the right to periodically verify the accuracy of the metering.

4. Method of Compensation to Vendor

The Vendor shall invoice the City on a monthly basis for cooling used, at the Agreed Rate per unit of measure (i.e., "Ton-Hours"). The initial unit rate shall be presented in the Vendor's proposal in the form of an empirical equation with the electric utility rates, afforded to the City for the Judicial Complex, as the only variables. The basis for the proposed rate shall be shared savings.

Vendors shall also provide a detailed analysis of the current cost of chilled water production and an estimate of the overall projected savings. The analysis must be prepared and sealed by a professional mechanical engineer registered in the State of Louisiana.

Vendors shall demonstrate what portion of overall savings is being offered to the City.

E. AVAILABILITY OF DATA AND INFORMATION

1. Pre-Proposal Conference

A pre-proposal conference will be held at 10:00 a.m. on Tuesday, October 19, 1993, in Room 6E01, City Hall, 1300 Perdido Street, New Orleans, Louisiana. Following the conference, there will be a walk-through of the site. Attendance at the pre-proposal conference is mandatory. Proposals from Vendors who have not attended the pre-proposal conference will not be accepted.

2. Existing Buildings, Piping Path, and Plant Site

Vendors must visit the site to obtain information regarding existing buildings, existing HVAC systems, and site conditions.

One copy of a 1992 feasibility study will be available to each prospective Vendor upon request. Copies of a recent site utilities survey will be available for a fee of \$20.00 each. Copies of these surveys and of the study are provided for general information only. Vendors shall verify all existing conditions. The City takes no responsibility for the accuracy of the surveys and study.

3. Utility Rates and Costs

a. New Orleans Public Service, Inc., now furnishes power to the selected buildings of the District Plant Project. The Electric Rate Schedule LE-13, code #90, effective October 31, 1992, is currently applied to the Judicial Complex. The Electric Rate Schedule, code #90, is subject to change. Vendors should incorporate into their proposal the latest revised rate schedule.

Throughout the term of the Contract, the latest revised electrical rates shall be used to determine the current unit rate to be charged by the Vendor.

b. Each of the buildings has one or more electrical meters. A copy of the billing information (most recent 24 months) for each of the meters is available upon request. Only one meter is identified as exclusive to a chilled water central plant (Old Parish Prison).

F. ELEMENTS AND FORM OF PROPOSAL

1. Required Elements of Proposal

a. The proposal must contain the offer to serve as Vendor in the performance of the SCOPE OF PROPOSED VENDOR SERVICES as described herein, for the term of service described, and at a proposed unit rate of compensation.

b. A detailed analysis indicating estimated overall cost savings by the City shall be provided.

c. A detailed description of the Vendor's proposed approach to providing each of the required Vendor services shall be provided.

d. Data in support of Vendor's qualifications, financial status and history, and reputation must be attached to the Proposal.

2. Optional Proposal Elements

The Proposal may contain, as a separate and complete part, an alternate proposal having elements which vary from the SCOPE OF PROPOSED VENDOR SERVICES as described herein.

3. Form of Proposal

The Proposal should be in letter form, bound within flexible covers. Proposals must be signed by an officer of the Vendor firm.

G. INSURANCE AND INDEMNITY

1. The contractor shall be responsible for any and all loss of material connected with the construction due to unexplained disappearances, theft or misappropriation of any kind or nature. The foregoing provisions shall not operate to relieve the contractor and any subcontractors of responsibility for loss or damage to their own or rented property or property of their employees of whatever kind or nature, including but not limited to tools, equipment, forms, scaffolding and temporary structures including their contents. The City shall in no event be liable for any other property of contractor and any subcontractors, which is not included in the permanent construction. The contractor and any subcontractors hereby waive any right of recovery they may have against the City for damage or destruction of

property of whatever kind or nature whether it is their own property or their employees.

2. The contractor shall procure and maintain for the duration of the contract the following insurance policies with coverages for occurrences and claims that may arise from or in connection with the performance of the obligations hereunder by the contractor, its agents, employees, representatives and subcontractors:
 - a. A policy or policies to insure the contractor for legal liability on account of personal injury (including death resulting therefrom) or loss or damage to property however arising in the execution of this contract and specifically including explosion, collapse, and underground damage. The combined liability limits shall not be less than \$2,000,000. This insurance shall include coverage for (a) Premises - Operations; (b) Broad Form Contractual Liability; (c) Products and Completed Operations; (d) Use of Contractors and Subcontractors; (e) Personal Injury; (f) Broad Form Property Damage. "Claims made" form shall not be acceptable. The "occurrence form" shall not have a "sunset clause".
 - b. The policy or policies for this combined liability shall also include products/completed operations liability for one year after completion of the work and acceptance by the City for operation.
 - c. A policy to cover the full liability of the contractor in accordance with the provisions of the Worker's Compensation Law of the State of Louisiana. The contractor shall also maintain employer's liability coverage with limits of not less than \$1,000,000 per year. The contractor shall also obtain from its Worker's Compensation Insurance carrier a waiver of subrogation in favor of the City.
 - d. The contractor will provide evidence of automobiles liability coverage for owned, non-owned and/or hired vehicles in limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - e. Blanket Fidelity Bond - \$2,000,000 - covering the contractor, its officers, agents, employees and directors.

- f. The contractor will furnish evidence of Insurance for Errors and Omission with a limit of \$500,000.00.
3. All deductibles shall be declared by the contractor to the City and approved by the City. At the option of the City, either: (a) the insurer shall reduce or eliminate such deductibles; or (b) the contractor shall procure a bond guaranteeing payment of losses as related to investigations, claim administration and defense expenses.
4. The policies or certificates evidencing the coverages provided above shall be submitted with the Bidder's Proposal. Such policies or certificates shall provide that the insurance will not be materially altered or cancelled without thirty (30) days prior written notice to the City.
5. The insurance policies required by the contract shall contain, or be endorsed to contain, the following provisions:
- a. The City, its officers, agents, servants and employees shall be added as "additional insured" under the Comprehensive General Liability and Automobile Liability Coverage.
 - b. The Worker's Compensation and Employer's Liability coverage shall contain an express waiver of all rights of subrogation against the City, its officers, agents, servants, and employees, for losses arising from work performed by the contractor for the City.
 - c. All insurance policies required by this contract shall be endorsed to state the coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Risk Management Unit, 1300 Perdido Street, Room 2W13 - City Hall, New Orleans, Louisiana, 70112 with a copy to the City Attorney, 1300 Perdido Street, Room 5E01 - City Hall, New Orleans, Louisiana 70112.
6. All insurance required by this section shall be placed with insurers that are authorized to do business in the State of Louisiana and have a rating of no less than A:VII in the most current edition of the A.M. Best Insurance Report.

7. **Certificates of Insurance:** The contractor shall furnish the City certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements are to be signed by a Louisiana licensed agent authorized by that insurer to bind coverage on its behalf and that agent's power of attorney must be attached to the certificates and endorsements. The certificates and endorsements must be received and approved by the City before the effective date of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

8. **Indemnity:** The contractor shall protect, defend, indemnify, save and hold the City of New Orleans, its officers, agents, servants and employees, harmless from and against all claims, demands, suits, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of or result from any act of omission of the contractor, its agents, servants and employees, or any and all costs, expense, and/or attorney fees incurred by the contractor as a result of any claims, demands and/or causes of action. The contractor shall also protect, defend, indemnify, save and hold harmless the City against any and all claims and/or liens for labor, services, or materials furnished to the contractor in connection with the performance of its obligations under this agreement. The contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claim, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

H. EVALUATION OF PROPOSALS

Proposals will be evaluated based upon, but not limited to, the following features:

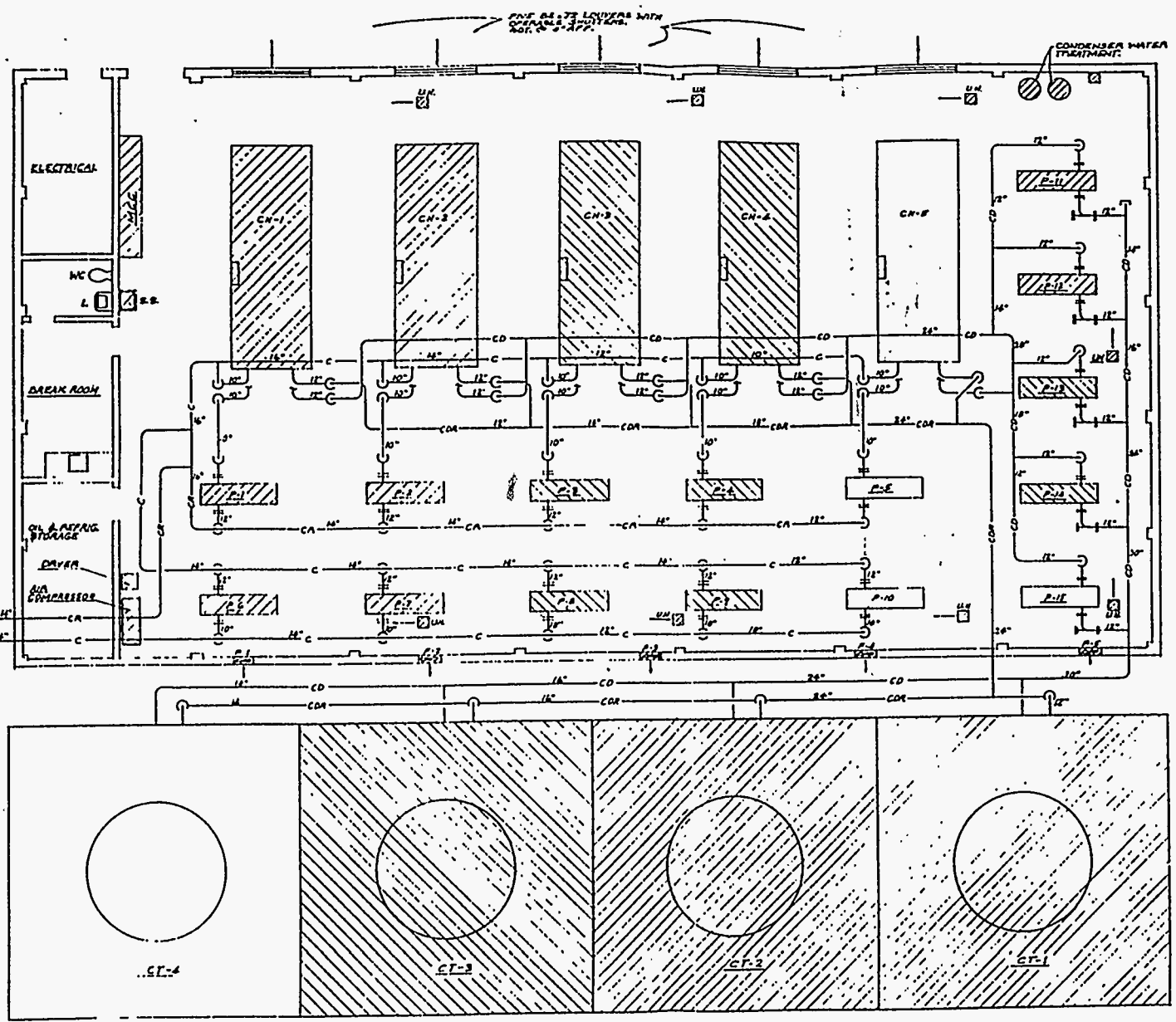
- . Clarity and directness of proposal statements
- . Perception of Vendor's complete understanding of the SCOPE OF PROPOSED VENDOR SERVICES
- . . Competitiveness of the Vendor's proposal \$ per unit cost.
- . . Vendor's history of successful performance for projects which have similar features.
- . Vendor's financial status and stability

I. AWARD OF CONTRACT AND BEGINNING OF WORK

It is the intent of the City to execute a contract with the successful Vendor within two months of notice of award to successful Vendor. Vendor's work in accordance with the Scope as defined herein shall commence immediately following execution of contract.

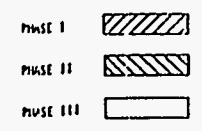
The City reserves the right to reject any and all Proposals received, without obligation or compensation, or to refuse to enter into a contract with any of the proposed Vendors if doing so is deemed contrary to the immediate best interests of the City.


-END-



PLAN CENTRAL CHILLED WATER PLANT
 1/4" = 1'-0"
 GRAPHIC SCALE
 0 5 10'
BLDG. NO 11

- NOTES:
- CHILLERS - 920 TONS EACH
 CHILLWATER - 58° - 36° 1,300 GPM
 CONDENSER WATER - 86° - 96° 2,760 GPM
 - COOLING TOWERS - FIBERGLAS AND STAINLESS STEEL CONSTRUCTION.
 96° - 86°, 81"WB, 2,760 GPM.
 - PUMPS: (1,750 RPM)
 CHILLED WATER:
 P1 - P5 - 1,300 GPM, 100 HP, 12 X 12 X 12
 P6 - P9 - 1,300 GPM, 60 HP, 12 X 12 X 12
 CONDENSER WATER:
 P11 - P13, 2,760 GPM, 75 HP, 12 X 12 X 12
 - GAS FIRED UNIT HEATERS:
 MOORE PAI-40
 - FANS:
 COOK SMO ALUMINUM FAN DIRECT DRIVE;
 5,500 CFM, 17 1/4" S.P., 1/2 HP, 1,050 RPM
 - CLEAR CEILING HEIGHT 20'-0"
 - MOUNT CHILLERS ON 6" CONCRETE PAD.
 - MOUNT PUMPS ON 12" CONCRETE BASE.





WARREN S. HEDGES AND COMPANY
CONSULTING ENGINEERS
 111 W. MONROE ST. NEW ORLEANS, LA.

LOCATION OF PROPOSED CENTRAL AIR-CONDITIONING
 REFRIGERANT PLANT
 CITY OF NEW ORLEANS

PLAN CENTRAL CHILLED WATER PLANT

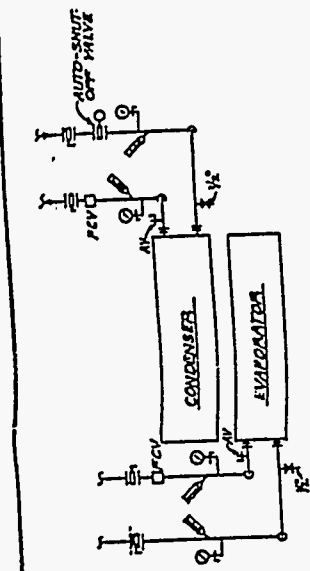
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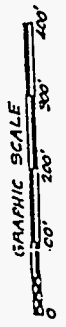
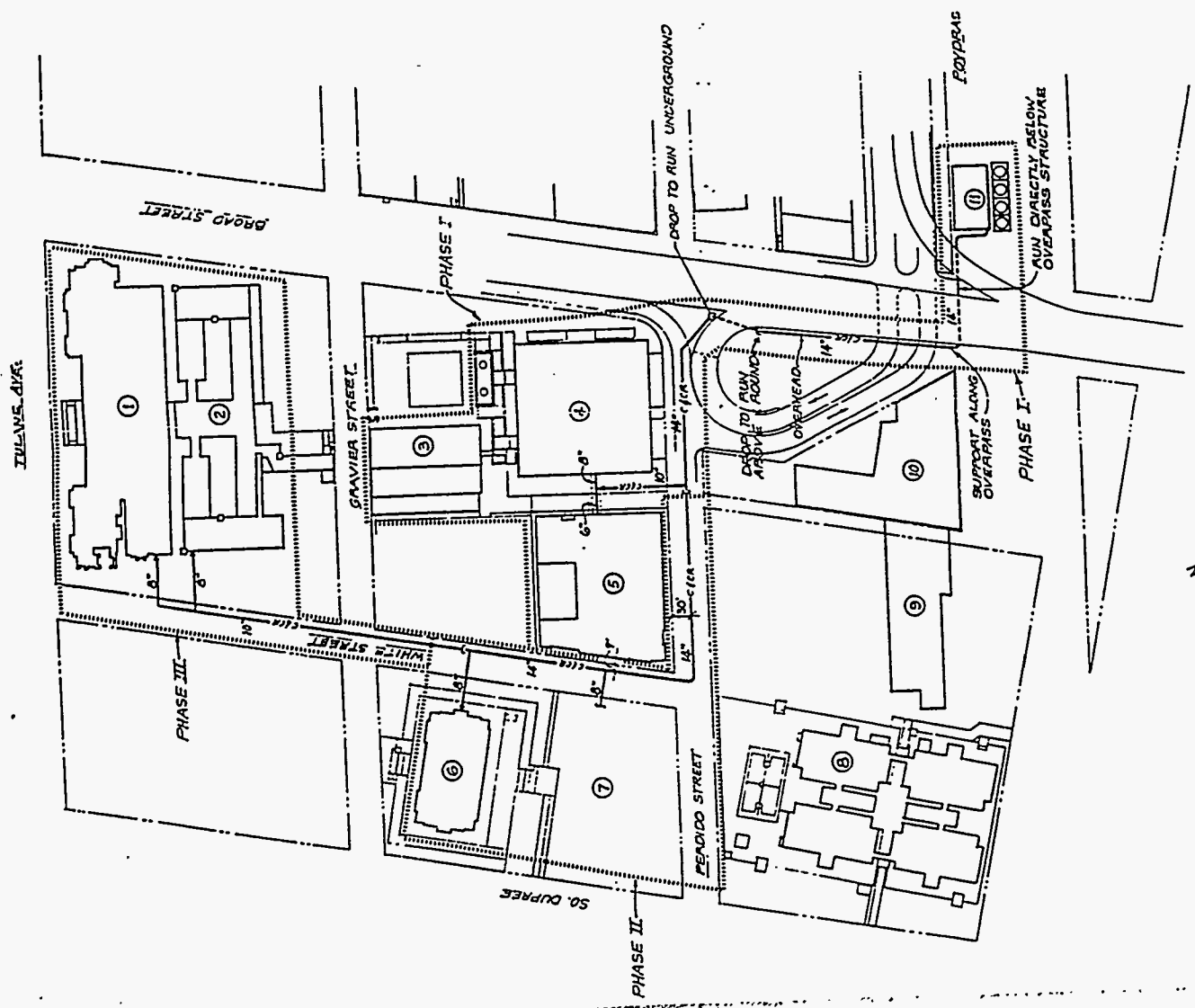
WARREN C. MOSES AND COMPANY
CONSULTING ENGINEERS

PROJECT NAME: LOCATION OF PROPOSED CENTRAL AMMONIA REFRIGERANT CENTRAL PLANT FOR THE CITY OF NEW ORLEANS
 SHEET NO. **M-1**
 OF 2 SHEETS



CHILLER PIPING DIAGRAM
 NO SCALE

- ① BUILDING IDENTIFICATION
- ② CRIMINAL COURTS BUILDING
- ③ OLD PARISH PRISON
- ④ POLICE HEADQUARTERS BUILDING
- ⑤ TRAFFIC COURTS
- ⑥ HOUSE OF DETENTION
- ⑦ COMBATT CORRECTIONAL CENTER
- ⑧ FUTURE JUVENILE COURTS
- ⑨ MEN JAIL
- ⑩ EXISTING SHERIFF'S SPECIAL HOUSING
- ⑪ AMERICAN TEXTILE & TRIM 819 BROAD STREET
- ⑫ CENTRAL CHILLED WATER PLANT



SCALE 1" = 100'-0"