

RESOLUTION NO. 2014-295

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1 TO CONTRACT NO. C14-0053, ISSUED TO C & H INDUSTRIAL SERVICES, INC., FRANKLINVILLE, NJ.

WHEREAS, the City Council of the City of Vineland, on April 8, 2014, adopted Resolution No. 2014-150, entitled “A RESOLUTION AWARDED A CONTRACT TO C & H INDUSTRIAL SERVICES, INC., FRANKLINVILLE, NJ FOR THE COMPLETION OF CONSTRUCTION OF CLAYVILLE UNIT #1 FOR THE VINELAND MUNICIPAL ELECTRIC UTILITY”; and

WHEREAS, N.J.A.C. 5:30-11.1, et seq., sets forth the requirements for the processing of change orders; and

WHEREAS, the Director of Municipal Utilities has requested that an amendment be made to contract awarded to C & H Industrial Services, Inc., Franklinville, NJ, to complete Construction of Clayville Unit #1 for the Vineland Municipal Electric Utility as authorized by Resolution No. 2014-150; said amendment is made necessary to incorporate revised construction milestone dates into the contract specification, which was necessitated by the litigation process that occurred after the award of this contract. All dates are in alignment with the updated C & H construction schedule; and

WHEREAS, the City of Vineland desires to comply with said requirements of N.J.A.C. 5:30-11.1, et seq., and to that end herewith files with the governing body a report stating the facts involved and indicating that the proposed change order may be allowed under these regulations; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said amendatory supplemental change order to Contract No. C14-0053, issued to C & H Industrial Services, Inc., Franklinville, NJ, to incorporate revised construction milestone dates into the contract specification, be and the same is hereby ratified and approved.

Adopted:

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President of Council

ATTEST:

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City Clerk



July 15, 2014

REPORT

TO: THE MAYOR AND COUNCIL

RE: Amendatory Supplemental Change Order No. 1  
Contract No. C14-0053  
Construction of Clayville Unit #1 for the Vineland Municipal Electric Utility  
C & H Industrial Services, Inc., Franklinville, NJ

Dear Mayor and Members of Council:

We are requesting that an amendatory supplemental change order be issued for Contract No. C12-0069 issued to C & H Industrial Services, Inc., Franklinville, NJ, to complete Construction of Clayville Unit #1 for the Vineland Municipal Electric Utility. This contract was authorized by Resolution No. 2014-150, adopted by City Council on April 8, 2014.

The change order requested is necessary to incorporate revised construction milestone dates into the contract specification, which was necessitated by the litigation process that occurred after the award of this contract. All dates are in alignment with the updated C & H construction schedule.

The amendatory supplemental change order for which authorization is herein requested may be authorized in accordance with N.J.A.C. 5:30-11.1 et seq.

Respectfully submitted,

A handwritten signature in cursive script that reads "Denise Monaco".

Denise Monaco  
Assistant Business Administrator

DM/wr  
Encl.

# REQUEST FOR CHANGE ORDER

FOR:

**CONSTRUCTION OF CLAYVILLE UNIT # 1**

(PROJECT NAME)

TO: DENISE MONACO  
(BUSINESS ADMINISTRATION)



FROM: JOSEPH ISABELLA  
DIRECTOR OF MUNICIPAL UTILITIES

*C14-0053*

This is a request for a change order # 1 to Contract # RES 2014-150 for  
**CLAYVILLE UNIT # 1**  
(PROJECT NAME)

**C & H INDUSTRIAL SERVICES, INC.**  
(NAME OF CONTRACTOR)

The change order is necessary to incorporate revised construction milestone dates into the contract specification, which was necessitated by the litigation process that occurred after the award of this contract. All dates are in alignment with the updated C & H construction schedule. Attached are specification pages (14) affected by this change order.


Provide the original contract amount: \$ 24,799,000.00


The amount of the change order: \$ 0.00

The revised contract amount: \$24,799,000.00

Account #: 022-0-00-00-0000-2-7511600 E340Y

Approved By: Joseph Isabella

  
Signature

cc: Purchasing Division  
Business Administration  
G. Foster  
P. Kudless 

**REQUEST FOR PROPOSALS FOR THE CONSTRUCTION OF ONE  
(1) SIMPLE CYCLE POWER PLANT  
AT CLAYVILLE GENERATING STATION  
Unit 1  
IN THE CITY OF VINELAND, NEW JERSEY**



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**DATE: July 22, 2014**

**DUE DATE: 10:30 am Prevailing Time April 15, 2014**

**Issued by:  
The City of Vineland, New Jersey  
Vineland Municipal Utility**

**Prepared by:  
Waldron Engineering & Construction, Inc.**

**In conjunction with:  
AECOM Environment**

**TABLE OF CONTENTS - Section - Combustion Turbine Generator & SCR**

4

**PART 1. SCOPE – Construct One (1) 64MW Simple Cycle Power Plant .....5**

1.01 Introduction .....5

**1.02** Project Correspondents.....6

1.03 General Conditions .....6

**1.04** Definitions Of Terms .....7

**PART 2. Execution, Integration, and Waiver .....10**

2.01 General Information .....10

2.02 Examination of Premises .....10

**2.03** Transportation, Unloading, Storage.....12

2.04 Protection of Work and Property .....12

2.05 Inspection of Work .....14

2.06 Superintendence - Supervision .....14

2.07 Seller’s Meetings .....15

2.08 Changes in the Work .....15

2.09 Coordination and Quality of Work .....16

**2.10** Progress Schedule and Time of Completion.....16

**2.11** Failure to Deliver on Time or meet Performance Guarantees .....18

2.12 Priority of the Items of Work.....19

2.13 Correction of Work before the Final Payment.....19

2.14 Suspension of Operations .....20

2.15 Seller’s Default .....20

2.16 Owner’s Right to Terminate Contract .....21

2.17 Schedule of Charges and Allocation of Owner’s Cost .....22

2.18 Applications for Payments.....22

2.19 Payment of Seller’s Bills and Demands .....26

2.20 Payments Withheld.....27

**PART 3. INSURANCE AND RISK .....27**

3.01 Insurance.....27

3.02 Workmen's Compensation Insurance .....28

3.03 Sellers' Public Liability and Property Damage Insurance Including Motor Vehicles .....28

3.04 Sub-Vendors’ and Sub-Contractors' Public Liability and Property Damage Insurance Including Motor Vehicles .....28

3.05 Certificate and Notification .....29

3.06 "All Risk" Insurance: .....29

3.07 Seller’s Responsibility for Personal Injury and Property Damage .....29

3.08 Seller’s Responsibility - Other Risks.....30

3.09 Mutual Responsibility of Contractors.....30

3.10 Guaranty Bonds .....31

3.11 Liens .....31

3.12 Sub-Vendors and Sub-Contractors .....31

3.13 Separate Contractors (Others).....32

3.14 Temporary Buildings, Utilities, and Sanitation .....32

3.15 Cleanup .....34

3.16 Guarantees .....34

**3.17** Acceptance.....35

3.18 Independent Contractor .....35

3.19 Assignment and Subcontracting .....35

3.20 Oral Statements.....36

3.21 Reference Standards .....36



- G. VMU contracted with South Jersey Gas to provide for gas supply for the proposed Clayville Unit 1 SCPP.
- H. VMU has finalized the Electrical Interconnection Agreement with PJM and Atlantic City Electric.

1.02 Project Correspondents

- A. Please use the following mailing address for all general correspondence relating to this project clearly marked Clayville Unit 1. For drawing approvals and submittals, see "Seller's Submittals for Approval."

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To:

**Pete Kudless**  
Project Manager  
Vineland Municipal Electric Utility  
211 N. West Avenue  
Vineland, NJ 08360  
Phone: (856) 794-4000, Extension 4380  
Fax: (856) 794-4332  
E-Mail: [pkudless@vinelandcity.org](mailto:pkudless@vinelandcity.org)

CC: Jeremy P. Smith, PE  
Project Manager  
Waldron Engineering & Construction, Inc.  
37 Industrial Drive, Suite G-1  
Exeter, NH 03833  
Phone: (603) 722-7153, Extension 105  
Cell: (603) 770-0842  
E-Mail: [jsmith@waldron.com](mailto:jsmith@waldron.com)

1.03 General Conditions

- A. It is understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Data, Check List, Affirmative Action Regulations, Corporate Disclosure Statement, Surety Form, Contract Agreement, Performance Bond, Payment Bond, General Conditions, Release of Mechanics' Liens, Equal Employment Opportunity Requirements, Special Conditions, Contractor's Report of Property Damage, Specifications, Drawings, Addenda, and Change Orders issued by the City, and specifications and engineering data furnished by the Seller and accepted by the Owner, wherever included in this Contract shall be adhered to by the Seller and the work shall be done in accordance therewith.
- B. This Contract shall be governed by the Laws of the State of New Jersey. Any action, legal or equitable, relating to this Contract shall be filed in the State of New Jersey. All parties to this Contract are bound by the appropriate provisions of the New Jersey Local Public Contract Law, which is a prerequisite to any payment by the City. This law is applicable to this

Contract in total and in particular to change orders which must be pre-approved by the City pursuant to law.

- C. The Seller shall comply with all existing laws, ordinances and regulations of the United States, the State of New Jersey, the City of Vineland, or other governmental agency which may be applicable to the handling of equipment covered by these specifications.
- D. The Seller shall be fully responsible for obtaining any permits, licenses and other forms of documentation required in order to comply with such laws and regulations except for permits and licenses identified in PART 9, **Table of Contents for Appendices**.
- E. This specification covers the complete requirements for the construction of a simple cycle power plant (SCPP) per enclosed specifications and drawings utilizing Owner procured major equipment.
- F. The work to be performed and included under this contract consists of furnishing all new/unused materials and supplies, equipment installation, startup, commissioning and performance testing support and performing all work as required by the contract in strict accordance with the specifications, schedules and drawings, and Sellers proposal and approved submittals.
- G. The work shall be complete in accordance with the Contract Documents, and all work, materials and services not expressly called for in the specifications, or specifically indicated on the drawings, which may be necessary for complete and proper installation to carry out this contract in good faith shall be performed, furnished and installed by the Seller at no additional cost to Vineland Municipal Electric Utility (VMEU). Qualified, careful and experienced workers shall execute the Seller's work in the best and most workmanlike manner. All components, apparatus, materials, supplies, etc., used in the construction of this SCPP shall be factory new/unused.
- H. The various parts of the contract documents are intended to supplement but not necessarily duplicate each other. Any work exhibited in one part and not in another shall be executed as if it had been set forth in all parts, so that the work will be performed according to the complete design as determined by VMEU.
- I. Seller is responsible to supply Craft Labor to support Startup and Commissioning of Clayville Unit 1. In addition, Seller is responsible for developing and submitting to the Owner a complete and integrated testing plan that includes all pre-commissioning scope of work (e.g. Pipe Flushing and Cleaning, Onsite Relay and Breaker Settings and Testing, etc.) for all Clayville Unit # 1 systems no later than five months prior to the first system turnover target date (which is **TBD**).

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#### 1.04 Definitions Of Terms

- P. Others: Other suppliers of goods and services, or other labor resources.
- Q. Commissioning & Testing Agent: An independent party retained by Owner to perform commissioning and testing of Clayville Unit 1.
- R. Environmental Testing Agent: An independent party retained by Owner to perform Environmental Compliance Testing (RATA testing).
- S. ACE: Atlantic City Electric, Operator of the Transmission System.
- T. RFC: Reliability First Corporation is a regional reliability organization formed by the regional reliability councils (RRCs) of the North American Electric Reliability Council (NERC). Reliability First Corporation
- U. NERC: North American Electric Reliability Council ensures the reliability of the bulk power system in North America through development and enforcement of reliability standards and annual reliability assessment.
- V. Substantial Completion: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner utilizes the Work for its intended use of generating electrical power. Specifically, the stage in the progress of the Work when pre-commissioning is complete, all systems have been turned over, and Owner's Commissioning Agent has taken control of all systems.
- W. First Fire: The first time the engine operates on a fuel source.
- X. Commercial Operations: The date after commissioning is complete on which Clayville Unit 1 SCPP is exporting power in accordance with PJM dispatching protocols for the beneficial use of the Owner.
- Y. PICOW /Construction Manager: Owner's Designation Person In Charge of the Work (PICOW/CONSTRUCTION MANAGER) is that individual charged with the day-to-day oversight of the execution of the contract. Owner will assign a Construction Manager to fulfill the responsibilities of the PICOW /Construction Manager.
- Z. RFI: Request for Information
- AA. ECN: Engineering Change Notice
- BB. Level 1 Punch List: Items are critical items that must be cleared prior to commissioning.
- CC. Level 2 Punch List: Items must be cleared as soon as possible following beginning of commissioning and usually represent items that must be completed prior to moving on to next phase of commissioning.
- DD. Level 3 Punch List: Items must be cleared prior to Substantial Completion



upon and below the surface of the Site, the climatic conditions in the locality of the Site, the nature of the work and materials necessary for the execution of the Contract, the means of access to the Site, the availability of labor, and the accommodation required, and to have himself obtained all necessary information as to risks, contingencies, activities of Owner and Others, and other circumstances which could have an effect upon his tender.

- B. The Seller shall be deemed to have satisfied himself as to the correctness and sufficiency of his bid for the work and that rates and/or prices, except in so far as otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Work.
- C. Seller is required to perform adequate subsurface investigations (i.e. ground penetrating radar, hand-dig exploration, etc.), as required, prior to physical excavation. Seller is required to call NJ One Call at (800) 272-1000 and request an underground utility search and mark-out.
- D. If, during the execution of the Work, the Seller encounters physical conditions (other than climatic conditions or conditions arising from climatic conditions) including:
  - 1. Artificial obstructions,
  - 2. Differing materially from those shown in the documents issued by the Owner to the Seller for the purpose of bidding,
  - 3. Differing materially from the conditions generally recognized as likely to be encountered in the performance of work of the character provided for in the Contract in the area where the Work is being executed and;
  - 4. Which could not reasonably have been foreseen by the Seller having regard to the requirements of this article or be overcome by the Seller in the ordinary course of the work by the application of good engineering practice and proper construction procedure;

The Seller shall give immediate written notice (specifically within one calendar day) thereof to the Owner before they are disturbed. If the Seller intends to claim additional payment or extension of time for completion, he shall give notice in writing to the Owner of such intention. In such notice, the Seller shall give particulars of the additional work to be done, and the expected delay that may be caused by the additional work.

- E. The Owner shall, on receipt of the notice from the Seller, promptly investigate the said conditions and shall direct in writing any amendment to the Work, which he may consider necessary in the circumstance.

- F. Seller shall develop and maintain an underground utilities coordination drawing for turnover to the Owner at the conclusion of the project as part of the As-Built Drawings required by section 5.05 of this specification.

#### 2.03 Transportation, Unloading, Storage

- A. The Seller shall pay all freight charges and demurrage that may accrue on all shipments of material or equipment furnished by Seller in connection with the Work. The Seller shall cause all material which it purchases for use in the Work to be consigned directly to the Seller as consignee, and shall handle all matters pertaining to freight charges and charges for demurrage directly with the carriers involved.
- B. The Seller shall be responsible for the receiving, unloading, storing, protecting, and installing all material and equipment furnished in connection with the Work is acceptable and in accordance with the Seller's requirements. It shall be the Seller's responsibility to handle any damage claims with the Vendors, Sub-Vendors or Carriers, which may be incurred in shipment to the job site.
- C. The Seller shall retain title of equipment and material purchased by Seller until such time as the Owner acknowledges beneficial use. Seller shall ship equipment and material Freight on Board (FOB) to Clayville Generating Station located adjacent to the existing Clayville Substation at 4087 South Lincoln Avenue, Block 7503, Lot 45 in Vineland, NJ. Owner and Seller shall perform a receipt inspection of goods upon arrival at job site, at which point, transfer of custody will occur at the mutual discretion of the Owner and Seller.
- D. The Seller shall coordinate with Owner, Rolls Royce, Kobelco EDTI, and WEG Industries to execute the efficient unloading and landing of Owner-Purchased Major Equipment onto Seller's constructed foundations. Seller shall ensure that the job site is properly prepared for unloading and landing of each piece of Owner Purchased Major Equipment listed below prior to the date shown:

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- |                       |                           |
|-----------------------|---------------------------|
| 1) GT Skid            | <b>October 6, 2014</b>    |
| 2) Generator          | <b>October 8, 2014</b>    |
| 3) FGC Skid           | <b>October 6, 2014</b>    |
| 4) SCR Sections       | <b>September 29, 2014</b> |
| 5) Stack Sections     | <b>September 29, 2014</b> |
| 6) Combustion Turbine | <b>November 28, 2014</b>  |
| 7) GSU                | <b>January 5, 2015</b>    |

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- E. The Seller shall ensure that the spare parts storage enclosure is complete and ready to receive parts on or before **November 14, 2014**.

#### 2.04 Protection of Work and Property

## 2.09 Coordination and Quality of Work

- A. It is not incumbent upon the Owner, the PICOW/CONSTRUCTION MANAGER, or the Owner's Designated Engineer to notify the Seller when to begin, to cease or resume work on individual operations nor to give early notice of the rejection of faulty work, nor in any way to superintend so as to relieve the Seller of responsibility or of any consequence of neglect or carelessness by him or his Sub-Vendors. All materials and labor shall be furnished at such time as shall be for the best interest of Seller, Sub-Vendors, and Others' concerns, to the end that all work shall be properly coordinated and completed in accordance with applicable schedules. Any employee of the Seller or of his Sub-Vendors whom the Owner considers detrimental to the proper carrying out of the work shall be removed promptly upon request of the Owner.

## 2.10 Progress Schedule and Time of Completion

- A. The work shall be carried to completion safely, and with the utmost efficiency and effectiveness. The Seller shall provide all materials, technical support, installation supervision, training, commissioning and performance testing for their supplied equipment to support a VMEU Clayville Unit 1 Commercial Operation Date of **June 1, 2015**. Work must be completed in accordance with the following schedule:

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Seller shall mobilize Site/Civil construction no later than **June 3, 2014** or four (4) weeks from Notice of Award Letter issued by the City of Vineland Purchasing department, whichever is later.

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Seller shall have progressed site/civil and foundation construction by **December 5, 2014** in such a manner as to support the delivery and setting of Major Equipment components and skids inclusive of the Trent Main Skid, Generator, SCR & Stack, Combustion Turbine, etc., as detailed in section 2.03.D. vendors of Owner-purchased equipment remain on schedule for Material scheduled for delivery in section 2.03.D. By these delivery dates, foundations must be virtually completed and available for supporting "28 day" concrete fully rated structural loads.

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Owner's expectations of the Sequence of Completion are as follows:

- (i) Completion of static/component "pre-commissioning" activities on a system basis
- (ii) Completion of Level One Punch List Items on a system basis
- (iii) Mechanical and Electrical completion on a system basis
- (iv) Turnover to the Owner/ Owner's Commissioning & Testing Agent on a system basis
- (v) Completion of Level Two Punch List Items on a system basis



- (vi) Substantial Completion = ALL system turnovers from Seller to Owner have been completed
- (vii) First Fire
- (viii) Hot Commissioning
- (ix) Performance testing
- (x) Commercial Operation

B. If the Seller is delayed at any time in the progress of the work by any act or neglect of the Owner, or of any employee of the Owner, by changes ordered in the work, by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Seller’s control, or by any cause which the PICOW/CONSTRUCTION MANAGER shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the PICOW/CONSTRUCTION MANAGER may decide. Seller shall not be entitled to, and hereby waives, any and all claims to increased compensation for, or damages, which he may suffer from such causes.

C. No such extension shall be made for delay occurring more than seven days before claim is made in writing to the Owner. Such claims for extension of time will, in all cases, include a detailed critical path analysis illustrating the reason for the claims and firmly establishing the days in question. In the case of a continuing cause of delay, only one claim is necessary. If no such schedule or agreement stating the dates upon which Contract Documents shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawing and not then unless such claim be reasonable.

D. The Seller shall respond to this bid document acknowledging the Seller’s bid will support the Owner’s Project Schedule:

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- |      |                                |                            |
|------|--------------------------------|----------------------------|
| a.   | Receipt of NJDEP Air Permit    | Feb 14                     |
| S b. | Award Construction Contract /  | <b>May 21, 14</b>          |
| e    | Mobilize                       |                            |
| l c. | Onsite Construction Begins     | <b>June 3,2014</b>         |
| l d. | Substantial Completion         | <b>May 8, 2014</b>         |
| e e. | <b>Start-up and commission</b> | <b>First system</b>        |
| r    |                                | <b>turnover (TBD)-June</b> |
|      |                                | <b>1,2015</b>              |
| w f. | Commercial Operations          | <b>June 1, 2015</b>        |

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 ll submit a detail critical path schedule detailing his execution plan for meeting the Owner’s project schedule milestones described in this Paragraph 2.10 A through D.

E. Seller shall provide with their proposal their overall construction execution plan which shall include as a minimum:

- a. Planned duration of all site staff presence for the positions listed in 2.06.D.



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- b. A draft construction completion schedule that will provide the baseline for the start of construction operations thru completion of all construction and pre-commissioning activities in a logical sequence to assure the Mechanical and Electrical target completion date of **May 8, 2015** is met.
  - c. A description of the planning and scheduling process and staffing for the process, that will be used for the construction phase of the project from start of construction thru completion of electrical and mechanical completion, including how and when the schedule will be developed, progress measured and compared to the original plan (e.g. Rev. 0), updated and shared with the Owner to assure that construction progress will not negatively impact the overall project schedule.
- F. Seller shall develop and submit planned Quantity Installation Curves to Owner one month before the start of each of the following bulk commodity installations: concrete, piping, UG conduit, electrical cable, control cable, cable (all) terminations. Commodity Installation Curves must show Early, Late and Targeted quantities that are aligned with the Construction Installation baseline schedule (ref: section 2.10.D). Once actual installation for each of these commodities starts, weekly progress updates shall be added to each curve and copies provided to the Owner.

#### 2.11 Failure to Deliver on Time or meet Performance Guarantees

- A. The Seller and the Owner recognize that failure to meet performance guarantees and or delay in the delivery of the Sellers products within the specified deadline will result in damages to the Owner in terms of its ability to provide electric service to the citizens of Vineland. Because these damages may be difficult or impossible to quantify, the Parties agree that if the Seller fails to deliver its products by the specified deadlines, except for delays allowed by this bid specification, and or delivered products do not meet the guaranteed performance, the Seller will liquidate the damages by paying the amounts specified here in Paragraph 2.11.E of this RFP.
- B. The City of Vineland shall recover said Liquidated Damages by deducting the amount from any moneys due or that may become due the Seller. If said penalties exceed the amount due the Seller, then the Seller or his Surety shall pay the amount due.
- C. Aggregate liquidated damages shall not exceed ten percent (10%) of the total Purchase Order price.
- D. **Guaranteed Performance.** Seller warrants that the equipment as supplied by Seller shall meet the Performance Guarantees set forth in the Specifications found in the IFC package. Seller shall demonstrate achievement of the Performance Guarantees in accordance with the test guidelines set forth in the Specification. If the Equipment fails to meet the Performance Guarantees at the time of testing at the job site, Clayville Generating Station - Unit 1, Seller shall have thirty (30) days to repair or replace the equipment and pass the performance test. In the event that Seller fails to satisfactorily pass the performance test on or before said thirtieth (30th) day, Seller shall be obligated to pay, as liquidated damages, the amount(s) specified below. The Parties agree that if provided and unless

otherwise specified herein. Such liquidated damages are reasonable under the circumstance, do not constitute a penalty or forfeiture against Seller, and shall be Seller's exclusive liability and Owner's exclusive remedy for Seller's failure to timely pass the performance test.

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- E. **Guaranteed Completion.** Seller guarantees that Seller will complete and turn-over to the Owner the Clayville Unit 1 power plant as specified within this specification by **May 8, 2015**. Seller guarantees that all components and assemblies, turnover packages, and testing documents will be complete as referenced in this specification. If such Guaranteed Delivery Date is not met (or delivered sooner than) as specified in the specification or components or assemblies are shipped incomplete, then liquidated damages as set forth below:

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**Removed**

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The higher of \$144,214 or formulae result ( $64 * (\text{PJM Mkt. Clearing Rate for day in question} + \$3.00) * 24$ ) per day for each day past **June 1, 2015** until Clayville Unit 1 is prepared for Commercial Operation as determined by the PICOW/CONSTRUCTION MANAGER.

- F. Seller agrees that if it exhausts the liquidated damages for Guaranteed Performance it will diligently continue to take all reasonable action required to cause the Equipment to achieve compliance with such guarantees for which liquidated damages are specified above.
- G. The Parties agree that such liquidated damages are reasonable, do not constitute a penalty or forfeiture against Seller, and shall be Seller's exclusive liability and Buyer's exclusive remedy for late delivery and unmet performance guarantees.

#### 2.12 Priority of the Items of Work

- A. The Seller shall consult with the PICOW/CONSTRUCTION MANAGER as to the priority of items of Work so as not to interfere with the Owner's operations, as well as to the available space for storage of materials and location of plant, places of access to the work, etc., and all shall be arranged to suit the Owner's requirements. Materials and equipment must be placed to avoid interference with the work of others or the Owner.

#### 2.13 Correction of Work before the Final Payment

- A. The Seller shall promptly remove from the premises all materials condemned by the PICOW/CONSTRUCTION MANAGER as failing to conform to the Contract, whether incorporated in the work or not, and the Seller shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of Others destroyed or damaged by such removal or replacement.



good any defects in materials or workmanship in equipment of its own manufacture which may develop during said period and in equipment supplied by Vendors which may develop during the period of the warranty obtained from Vendor or Vendors in question. Replaced equipment shall carry a warranty of one (1) year from date of receipt by Owner in case of Seller manufactured replacements and for the period extended by the Vendor in case of Vendor supplied replacements.

- F. The Seller shall be allowed a reasonable period within which to investigate any claim for defective materials, equipment, or workmanship and shall have free, unrestricted access to Owner's facility and performance data for this purpose.
- G. The Seller's liability to the Owner whether in contract or in tort arising out of warranties, representations, instructions or defects from any cause, shall be limited to correcting defects as aforesaid and any direct damages resulting there from.
- H. The Seller shall not be required to repair, replace, correct or pay for any materials, equipment, auxiliary equipment, or workmanship which shall become defective by reason of the Owner's abuse or neglect.

#### 3.17 Acceptance

- A. The Owner agrees to accept the Work (1) when all construction and cleanup as called for in the Contract has been completed to the satisfaction of the Owner; (2) when all machinery and equipment covered by the Contract is installed, all pre-commissioning work scope (if any is required) is satisfactorily completed, all said machinery and equipment is ready to operate and; (3) when the performance warranties have been fulfilled or deemed fulfilled according to the terms thereof. Formal acceptance will be documented and signed by authorized Owner representative and countersigned by Seller. Operating equipment will be turned over/accepted on a system basis. Buildings will be turned over on an individual building basis. Specifics will be defined in the **second** half of 2014 after Owner's Commissioning and Testing firm has mobilized.

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#### 3.18 Independent Contractor

- A. The relationship of the Contractor (Seller) to the City shall be that of an independent Contractor.

#### 3.19 Assignment and Subcontracting

- A. Seller shall submit to Owner a certificate signed by the Seller listing each Sub-Vendor and Sub-Contractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the Sub-Vendor or Sub-Contractor has submitted a price quote and which the bidder has agreed to award to each Sub-Vendor or Sub-Contractor should the bidder be awarded the contract. The certificate shall be submitted to the

- A. Seller will provide construction-related permits, inclusive but not limited to local permits, licenses, and approvals necessary for the prosecution of the work. City of Vineland fees will be waived.
- B. The Seller shall provide all required information including drawings with a New Jersey Professional Engineer (NJPE) stamp, where necessary.
- C. Owner has obtained or is in the process of obtaining Local, State, and Federal Permits and Permissions as identified in PART 9. Seller is responsible for identifying and obtaining all other required permits and permissions.

5.03 Laws, Ordinances, Codes, Etc.

- A. The Seller shall ensure that all equipment purchased by the Seller to construct the SCPP meets all applicable Federal, State, and Local laws, ordinances, codes, regulations, etc., which are in effect at time of receipt of bids. As an example, noise-generating equipment must meet the maximum boundary sound level requirements, by State regulation or Local ordinance. In this example, the Seller shall be responsible to meet the State and Local required boundary sound levels as well as the specified maximum levels.
- B. Seller shall supply, upon request of owner or governmental authority, certifications of compliance with such laws, ordinances, codes, etc. The cost to perform measurements, tests, surveys, etc., in order to determine such compliance, shall be borne by the Seller.

5.04 Seller's Submittals for Approval

- A. The Seller shall submit, with such promptness as to cause no delay in his own work or in that any Others, four (4) copies to VMEU for review and approval of all design and material specifications and shop drawings to the project FTP site (electronic copies) and to the following persons:

To:

**Pete Kudless**  
Project Manager  
Vineland Municipal Electric Utility  
211 N. West Avenue  
Vineland, NJ 08360  
Phone: (856) 794-4000, Extension 4380  
Fax: (856) 794-4332  
E-Mail: [pkudless@vinelandcity.org](mailto:pkudless@vinelandcity.org)

CC: Jeremy P. Smith, PE  
Project Manager  
Waldron Engineering & Construction, Inc.  
37 Industrial Drive, Suite G-1  
Exeter, NH 03833

4



- 11. Seller can meet insurance and bond requirements set forth in the General and Supplementary Conditions and that Seller has included certificate(s) of insurance or other evidence of meeting such insurance requirements with its Proposal and surety form.
- 12. Seller has submitted all mandatory and required forms with its Proposal, the Proposal Checklist, and submittals required per Paragraph 6.02A. In addition, Seller must submit with bid:
  - a. T & M Rate Schedules for various labor categories that must be included in the Seller's proposal.
  - b. The Seller shall submit to the Owner a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy.

7.04 Proposal Pricing

- A. Seller will complete the Work in accordance with the Contract Documents for the following prices. The proposed fixed Contract Prices shall be based on the Proposal Documents **without exception, condition, deviation or clarification**. Proposers must submit pricing for **all items below** based on a Notice to Proceed approximately on **May 21, 2014** and Final Completion approximately on **May 8, 2015**, and **shall exclude sales tax**.

4

All Work, equipment, and material for the construction of a 64MW Simple Cycle Power Plant (SCPP) located at the Clayville Generating Station, 4087 South Lincoln Avenue, Vineland, NJ.	
<b>TOTAL FIXED PROPOSAL PRICE (use words)</b>	<b>In U.S. Dollars</b>
	\$

- B. Seller must include the price breakdown as shown below for evaluation purposes (a paper copy of this form(pink sheet) is included for Seller's Use):