

RESOLUTION NO. 2014- 221

A RESOLUTION AWARDED A CONTRACT TO TN WARD COMPANY, ARDMORE, PA, FOR CONSTRUCTION SERVICES FOR SCR INSTALLATION FOR THE VINELAND MUNICIPAL ELECTRIC UTILITY.

WHEREAS, the City of Vineland has heretofore advertised for bids for Construction Services for SCR Installation for the Vineland Municipal Electric Utility, in accordance with specifications on file in the office of the Purchasing Agent; and

WHEREAS, on April 22, 2014, bids were received, duly opened and read aloud, being referred to the Business Administrator for tabulation, evaluation, report and recommendation; and

WHEREAS, the Business Administrator has, under date of May 20, 2014 submitted a written report and tabulation of the bids received and has recommended that a contract for Construction Services for SCR Installation for the Vineland Municipal Electric Utility be awarded to TN Ward Company, Ardmore, PA, in the amount of \$2,860,000.00, plus a 15% contingency, in the amount of \$429,000.00 for a total award amount of \$3,289,000.00, said bid being the lowest bid received and considered in the best interest of the City of Vineland; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said contract for Construction Services for SCR Installation for the Vineland Municipal Electric Utility be and the same is awarded to TN Ward Company, Ardmore, PA, on their bid in the amount of \$2,860,000.00, plus a 15% contingency, in the amount of \$429,000.00 for a total award amount of \$3,289,000.00, said bid being the lowest bid received and considered in the best interest of the City of Vineland, and the Purchasing Agent be and the same is hereby authorized and directed to issue purchase order contract for the same in behalf of the City; and

BE IT FURTHER RESOLVED that the City Comptroller has certified that the funds for the contract to be awarded herein are available.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk



May 20, 2014

REPORT TO: THE MAYOR AND COUNCIL

RE: Proposals Submitted to the Purchasing Board on 4/8/ & 4/22/14

Dear Mayor and Members of Council:

Submitted to you herewith for your consideration is our evaluation of the proposals submitted to the Purchasing Board on April 8, and April 22, 2014.

COMPLETION OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM REPLACEMENT FOR THE VINELAND MUNICIPAL UTILITIES

It is the recommendation of the Director of Electric Utility, which has the concurrence of the Business Administrator, and the Purchasing Agent that a contract be awarded to the low bidder, CG Automation Solution USA, Springfield, NJ, in the amount of \$758,906.00 plus a 15% contingency in the amount of \$113,835.00 for a total award amount of \$872,741.00, and reserving the right to award optional pricing, as listed in Appendix 6 Section 4b (B1 – B11), in the amount of \$165,769.00, to remain in effect for a period of 180 days after Notice to Award.

FURNISHING AND DELIVERY OF LAMPS, HIGH INTENSITY DISCHARGE FOR THE VINELAND MUNICIPAL ELECTRIC UTILITY DISTRIBUTION DIVISION, FOR A PERIOD OF ONE YEAR FROM DATE OF AWARD, WITH OPTION FOR A SECOND YEAR

It is the recommendation of the Director of Electric Utility, which has the concurrence of the Business Administrator, and the Purchasing Agent that open-end contracts be awarded on an individual Part basis to the respective low bidders as provided in the specifications as follows:

PART A: High Pressure Sodium Vapor Lamps - Long Life, Instant Restrike) –	Total \$5,723.74
PART D: Metal Halide Lamps – Pulse Start -	Total \$ 252.90
PART F: Incandescent Traffic Lamp – 130 Volt - CLEAR	Total \$ 755.00
<u>WESCO Distribution, Richmond, VA</u>	
PART B: Metal Halide Lamps – Standard (Probe Start) –	Total \$1,647.98
<u>Rumsey Electric, Conshohocken, PA</u>	
PART C: Metal Halide Lamps – TCLP Compliant (Probe Start) -	Total \$ 164.40
<u>Irby Company, Liverpool, NY</u>	
PART E: High Pressure Sodium Vapor Lamps – Standard -	Total \$ 169.20
<u>Graybar Electric Co., Teterboro, NJ</u>	



FURNISHING AND DELIVERY OF GROUPED WAREHOUSE MATERIALS #2014-A FOR THE VINELAND MUNICIPAL ELECTRIC UTILITY – DISTRIBUTION DIVISION, FOR A PERIOD OF ONE YEAR FROM DATE OF AWARD, WITH AN OPTION FOR A SECOND YEAR

It is the recommendation of the Director of Electric Utility, which has the concurrence of the Business Administrator, and the Purchasing Agent that open end contracts be awarded on an individual line item basis to the respective low bidders as provided in the specifications as follows:

Groups A (partial award), J (partial award), K, & Q – Estimated Total \$14,371.86  
Irby Company, Liverpool, NY

Groups A (partial award), B, C, D, E-1, E-2, F, G, H, I, J (partial award), L, N, O, P, R – Estimated Total \$109,148.06  
HD Supply, New Castle, DE

Groups A (partial award), & M – Estimated Total \$11,260.00  
Rumsey Electric, Conshohocken, PA

CONSTRUCTION SERVICES FOR SCR INSTALLATION FOR THE VINELAND MUNICIPAL ELECTRIC UTILITY

It is the recommendation of the Director of Electric Utility and the City’s consultants, which has the concurrence of the Business Administrator, and the Purchasing Agent that a contract be awarded to the low bidder, TN Ward Company, Ardmore, PA, in the amount of \$2,860,000.00, plus a 15% contingency, in the amount of \$429,000.00 for a total award amount of \$3,289,000.00.

We trust that the above recommendations will receive your favorable consideration and that the recommended resolutions will be adopted as presented.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "William Lutz", is written over the typed name and title.

William Lutz  
Business Administrator

/wr  
Encls.



**BID EVALUATION FORM**

DEPARTMENT Electric Utility

Date: May 8, 2014

The undersigned recommends that a contract be awarded for the following:

1. Bid Title: Construction Services for SCR Installation
2. Amount to be Awarded: \$2,860,000 + \$429,000 (contingency at 15%) = \$3,289,000  
 Encumber Total Award  
 Encumber by Supplemental Release
3. Engineer's Estimate: \$2,900,000
4. Amount Budget: \$ 3,400,000
5. Account Number to be Charged: 022-0-00-00-000-2-7511700
6. Date Bids Received: April 22, 2014
7. Date to be Awarded: May 27, 2014
8. Recommended Vendor: TN Ward Company
9. Is Recommended Vendor the Apparent Lowest Bidder?  Yes  No
10. Comments/Special Instructions: Please do not show contingency.
11. Evaluation Performed by: Burns and Roe, SourceOne, and J. L. Colla
12. Approved By: [Signature] *JL Colla 5/12/14* *[Signature] 5/12/14*
13. Attached: (Check-Off List)  
 Tabulation of Bids  
 Justification for Vendor Recommendation (if applicable)  
 Evaluation Data (if applicable)

**Send copies to:**  
Purchasing Division  
Business Administration

**TABULATION OF BIDS**  
**CONSTRUCTION SERVICES FOR SCR INSTALLATION**  
**APRIL 22, 2014**

Engineers estimate - \$2,900,000.00 (revised 5-12-14 paperwork is being prepared.)

	<b>TN Ward Company 129 Coulter Avenue Ardmore PA</b>	<b>Durr Mechanical Construction Inc 80 Eighth Avenue 17th Floor New York NY</b>
BB, CAC, CEC	BB - 10%	BB - 10%
Surety	YES	YES
Corp Discl	YES	YES
Affir Action	YES	YES
NonColl	YES	YES
Check List	YES	YES
Proposal	YES	YES
Subcontractors	YES	YES
Addenda	YES	YES
Iran Discl	YES	YES
<b>TOTAL</b>	<b>\$2,860,000.00</b>	<b>\$3,334,000.00</b>

**Specifications received by the following:**

Fresh Meadow Power

**Notices also sent to the following:**

Enerfab Power

JJ White

Morris Kreitz & Sons

Shureline Construction

Frank Lill & Son

A/Z Corporation

JF White Constructors

Matrix SME

WB Valentine

No project summary was submitted

## **Evaluation of Proposals for Construction Services to Install an SCR**

Proposals for construction services leading to the installation of a selective catalytic reduction unit on the combustion turbine located at west substation were received on April 22, 2014 from two bidders - TN Ward Company and Durr Mechanical Construction, Inc. An SCR is required to reduce emissions of nitrogen oxides in order to comply with a New Jersey Department of Environmental Protection regulation that will go into effect on May 1, 2015.

Dennis Chianese and Tom Kutylowski of Burns and Roe, Jack Griffin of SourceOne, and the writer were assigned to evaluate the proposals. TN Ward and Durr Mechanical submitted total fixed proposal prices of \$2,860,000 and \$3,334,000 respectively. In order to eliminate any uncertainty with regard to workscope, schedule, and price, clarification questions were issued to each bidder. Three sets of clarification questions were issued to TN Ward and one set to Durr Mechanical. Both bidders submitted complete answers to the clarification questions.

Representatives of two firms associated with TN Ward in the construction of utility plants were contacted as references. They spoke very favorably of TN Ward.

Based on a detailed review of the proposals and clarification questions it is the considered opinion of each member of the evaluation team that a contract should be awarded to the low responsible and responsive bidder – TN Ward Construction Company. The clarification questions and TN Ward's responses are attached for inclusion in the contract.



Opinion of Probable Cost – Construction Contractor  
West Station Selective Catalytic Reduction System Retrofit Project  
Vineland Municipal Electric Utility  
May 12, 2014

The purpose of this Engineer's Cost Estimate is to provide Vineland Municipal Electric Utility (VMEU) with a cost estimate specifically for the Construction Contractor based on the the current development stage of the project. VMEU executed a procurement contract for the fabrication of the SCR, has advanced the design to approximately 90% complete, incorporated commissioning services within the SCR procurement contract, realized savings with respect to permitting costs, competitively bid the construction package, and identified new work requirements since the Opinion of Probable Cost Estimate presented on June 26,2013. The table below details the cost estimate:

VMEU - West Station SCR Retrofit Project Construction RFP	Construction Contract			
	Labor Hours	Labor Cost	Material Cost	Total Cost
Site work	1,049	181,400	9,584	190,983
Excavation and backfill	371	64,208	59,417	123,625
Concrete	1,465	253,535	242,457	495,992
Roads, parking, walkways	285	49,401	49,833	99,234
<b>Civil Construction Subtotal</b>				<b>909,835</b>
On-site transportation and rigging	1,084	83,003	753,442	836,445
Equipment erection and assembly	6,091	466,095	298,753	764,848
Piping/components	826	63,848	126,651	190,499
Equipment				
<b>Mechanical Construction Subtotal</b>				<b>1,791,792</b>
Controls	141	15,108	21,463	36,571
Equipment	686	71,988	90,156	162,143
<b>Electrical Assembly Subtotal</b>				<b>198,715</b>
<b>Total Fixed Price per Paragraph 7.04.B</b>				<b>2,900,342</b>

Please contact me if you have any questions or concerns.

**Jack Griffin** (jgriffin@s1inc.com)  
Vice President, Boston  
53 State Street | Boston, MA 02109  
O: 617.399.6151 | F: 617.395.2637 | C: 617.455.2811

# TN WARD COMPANY

## builders

Table 1 Revised  
Allowances and Assumptions

Description	Labor	Material	Total
<b>Electrical Assembly Assumptions / Allowances</b>			
Ductbank grounding (none shown)	11,135	5,995	17,129
Grounding around SCR (none shown)	11,135	5,995	17,129
Electric Building Grounding (none shown)	8,795	4,735	13,529
AIG & Dilution Skid Conduit & Wire (interconnect)	8,450	4,550	13,000
AIG & Dilution Skid grounding (none shown)	7,625	4,105	11,729
Amonia Skid Conduit & Wire (interconnect)	6,370	3,380	9,750
Amonia Skid grounding (none shown)	7,625	4,105	11,729
SCR instrument conduit & wire interconnect	23,400	13,000	36,400
Heat trace tracing (150 LF of 5 watt)	7,755	4,175	11,929
Sound system (1) ext. speaker, (1) int. speaker, (1) controller	14,058	7,569	21,627
Telephone system (install only)	14,058	7,569	21,627
Lightning protection (SCR & Elect Building)	7,616	4,100	11,716
<b>Electrical Assembly Assumptions / Allowances Total</b>	<b>128,018</b>	<b>69,278</b>	<b>197,296</b>
<b>Other Specific Costs</b>			
	Labor	Material	Total
Mechanical Bid Adjustment (*)	175,000	-	175,000
General Conditions (**)	191,000	36,000	227,000
Liability Insurance		20,000	20,000
Bond		23,000	23,000
Fee	200,000		200,000
<b>Other Specific Costs Total</b>	<b>566,000</b>	<b>79,000</b>	<b>645,000</b>

**Notes:**

No allowances are included in above items.

\* Mechanical adjustment is a last minute change to the mechanical bids on bid day.

\*\* General Conditions include Staff, Layout, Engineering, Clean-up, Trailer

# TN WARD COMPANY

## builders

Table 2  
SCR Craft Labor Rates

Description	Straight	Overtime	Double
<b>TN Ward Company</b>			
Project Executive	\$143	\$200	\$257
Project Manager	\$125	\$165	\$205
Superintendent	\$125	\$165	\$205
Safety Officer	\$125	\$165	\$205
<b>Fresh Meadows Power, LLC</b>			
Project Manager	\$176	\$255	\$334
Project Controls	\$148	\$215	\$281
Site Safety	\$138	\$199	\$261
QA / QC	\$138	\$199	\$261
Boilmaker Superintendent	\$192	\$279	\$365
Boilmaker General Foreman	\$142	\$198	\$255
Boilmaker Foreman	\$138	\$191	\$245
Boilmaker Journeyman	\$127	\$177	\$228
<b>Ray Angelini Inc.</b>			
General Foreman	\$156	\$218	\$280
Assistant General Foreman	\$144	\$202	\$260
Lead Foreman	\$139	\$194	\$249
Foreman	\$135	\$189	\$243
Working Foreman	\$128	\$178	\$229
Journeyman / Lineman	\$122	\$170	\$218
Welder	\$128	\$178	\$229
Crane Operator	\$128	\$178	\$229
Groundhand	\$105	\$146	\$187
Apprentice	\$76	\$108	\$140

Note: All rates are based on first shift

**TN WARD COMPANY****Energy Plant & Environmental Experience**

<b>Project Name (Role)</b>	<b>Location</b>	<b>Construction Start</b>	<b>Construction Completion</b>	<b>Contract Value</b>	<b>Reference</b>
Mitsubishi (Rimtec) Central Utilities Plant (General Contractor)	Burlington, NJ	9/2009	9/2010	\$3,600,000	Stan Hawrylo, PE Orbital Engineering 215-245-9000 x 212 shawrylo@orbitalengr.com
PARX Central Utilities Plant (General Contractor)	Bensalem, PA			\$12,900,000	Tony Ricci CEO PARX 215-639-9000
Synagro Philadelphia Bio-solids Recycling Center (General Contractor)	Philadelphia, PA	11/2009	2/2012	\$27,100,000	John Goodwin VP Engineering & Operations Synagro 443-489-9060 jgoodwin@synagro.com
Maryland Live! Central Utilities Plant (General Contractor)	Hanover, MD	5/2011	6/2012	\$9,275,000	Joe Weinberg President of Gaming & Lodging Division Cordish Co. Gaming & Resorts joe@cordish.com
Harrah's Philadelphia Central Utilities Plant (General Contractor)	Chester, PA	6/2005	11/2006	\$6,150,000	John Witmer Director of Design & Construction Caesar's Entertainment 609-441-5438 jwitmer@harrahs.com
Armstrong World Industries Central Utilities Plant (Owner's Representative)	Lancaster, PA	12/2005	10/2008 (phased)	\$15,000,000	Jim Fullerton (Retired)
Bristol Wastewater Treatment Plant Improvements (General Contractor)	Bristol, PA	2/2011	3/2012	\$6,975,000	Mario Ruggia 267-716-8632

**NOTES:** John Marks managed the Mitsubishi (Rimtec) – Synagro – Armstrong World Industries projects ... Robert Yakas supervised the Central Utilities Plants for Harrah's Philadelphia – PARX – Maryland Live projects

EXHIBIT 3



JOHN POWELCZYK



P. TAMBURRI STEEL LLC.

DBA: TAMBURRI ASSOCIATES  
Design/Build Steel Construction  
W.B.E. CERTIFIED COMPANY

May 6, 2014

T.N. WARD COMPANY  
129 Coulter Avenue  
Ardmore Pa, 19003

Darren,

With regards to the Projects we have completed for Pepco Holdings, my role in all of these projects is as follows:

**Estimator:** Review of the plans submitted by Pepco, delineate the required steel, calculate the material costs, fabrication costs, detailing costs, galvanizing costs and delivery costs. Assemble a competitive cost for the customer, along with a schedule that meets there timeframe and the submit for there approval.

**Project Manager:** Once the project has been awarded, I begin by assigning the project to be detailed, then i review the details to make sure they are in conformance with the customers plans and the scope of work.

Then it becomes my responsibility to coordinate the fabrication schedule along with the Galvanizers schedule in order to deliver the project within the customers schedule.

After, the project is completed, I address the billing and payment for said project.

as project manager i also handle any issues that may arise during the process, which may include the following, Quality Control issues, change in customers requirements, cost overruns.

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In Establishing a 138/12Kv Sub-Station in Franklin Twp. N.J., we provided 151 tons of Galvanized Structural Steel.

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With the installation 65 MVA transformer at a 69/12Kv Sub-Station in Margate N.J., we provided 103 tons of Galvanized Structural Steel.

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We provided 45 tons of Galvanized Structural Steel for the Dorothy Substation in Dorothy, N.J.

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We provided 11 tons of Galvanized Structural Steel for the Huron Substation in Atlantic City, N.J.

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We provided 26 tons of Galvanized Structural Steel for the Sickler Substation in Sicklerville, N.J.

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We provided 35 tons of Galvanized Structural Steel for the Cape May Court House Substation in Cape May Court House, N.J.

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We provided 17 tons of Galvanized Structural Steel for the Bridgeville Substation in Bridgeville De.

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We provided 23 tons of Galvanized Structural Steel for the Bishop Substation in Bishop, Md.

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As outlined above my responsibilities are the same for each of the Sub-Stations.

Thank you,

John Powelczyk  
Project Manager  
P. Tamburri Steel Inc.

Cell: 856-405-5465

# EXHIBIT 3

April 18, 2014

Dear Sir / Madam,

Over the past year, Pepco Holdings Inc has developed a business relationship with P. Tamburri Steel LLC and continues to offer opportunities for potential business for our substation fabricated steel requirements.

We are very pleased with P. Tamburri Steel's product quality, low cost, and short lead-times to meet our project schedules. Some of the projects P. Tamburri has produced for PHI include;

1. Establishing a 138/12kV Substation in Franklin Township, NJ
2. Installation of a 65MVA Transformer at our 69/12kV Marven Substation in Margate, NJ
3. Manufacturing of various structures for a customer upgrade in Lower Alloway Creek Township, NJ.
4. Installation of a 69kV Capacitor Bank at our Bridgeville Substation in Bridgeville, DE
5. Installation of a 138/25kV Transformer at our Bishop Substation in Bishop, MD
6. Add 69kV Terminals at our Court Substation in Cape May Court House, NJ

I would highly recommend offering P. Tamburri Steel LLC an opportunity to provide a quotation for your fabricated steel requirements.

Yours truly,

*Marie Sharkey*  
*Lead Buyer Planner/Logistics*  
*Pepco Holdings, Inc.*  
*Mail Stop 79NC44*  
*Rt. 273 & I-95*  
*P.O. Box 9239 - 19714*  
*Newark, DE 19702*  
*(302)454-4485 office*  
*302-709-7959 fax*  
*(302)218-0959 cell*  
*marie.sharkey@pepcoholdings.com*

# EXHIBIT 3

EARL D. MITCHELL  
PFE

**PRO FAB ERECTORS, LLC**  
122 FLORAWOOD COURT, FRANKLINVILLE, NJ 08322  
Phone 856-629-9617 ~ Fax 856-629-9619

May 1, 2014

T. N. Ward  
129 Center Ave.  
Ardmore, PA 19003

Darrah,

I started in the structural steel fabrication and erection business in 1979, since that time I have worked in multiple capacities:

Shop Foreman  
Erection Supervisor  
Fabricator  
Erector  
Estimator  
Project Manager  
Purchasing Agent

I have been involved with a wide array of projects including:

School  
Government/Military Projects  
Private Residences  
Restaurants  
Sports Arenas/Stadiums  
Casinos  
Warehouses  
Shopping Centers  
Sewage Treatment Facilities

I have worked for the following companies:

Industrial Welding  
Stellar Technologies

EXHIBIT 3

Started and Owner/Operated Pro Fab Erectors since 1989

Thank you,

Earl D Mitchell  
Member  
Pro Fab Erectors, LLC

Cell: 609-685-1456

Inquiry #	VMEU Inquiry	TN Ward Response	VMEU Followup Inquiry 1	TN Ward Follow Up Response 1	VMEU Followup Inquiry 2	TN Ward Followup Response 2	Clarification Status
1	VMEU interprets TN Ward's "exceptions" are in fact clarifications provided to explain your basis of bid. Do you agree?	Seller Response: Yes - Seller agrees as long as the questions and answers provided herein are incorporated into the Contract Documents.	Per 40A:11-23.1. Plans, specifications, bid proposal documents; required contents, "Base specification" means the plans and specifications for the erection, alteration or repair of the building, structure, facility or other improvement to real property that are required to be met by all bidders without exception.  If awarded, your contract with the City would consist of the RFP, your proposal, and this clarifying document with your attachments. Do you have the same understanding?	Yes, Seller agrees with the added clarification that the clarifying documentation takes precedence over any conflicting provisions in the RFP.			Resolved Minor Clarification
2	TN Ward's Clarification "Seller Exception: VMEU is unable to provide complete drawings of the SCR System at this time as requested by the Seller. Furthermore, the Seller is not aware of the final scope included in the SCR System purchase. Therefore, the Seller has included allowances for work such as interconnecting wiring between sections of the SCR System and to instruments, grounding lightning protection and similar requirements. When VMEU is able to provide complete drawings of the SCR System, the Seller will be afforded the opportunity to adjust its scope and price accordingly as required for a complete and proper installation"  VMEU Comment /Question: Please provide a detailed listing of all allowances and assumptions broken down by labor and material.	Seller Response: Please refer to Table 1 attached hereto for a detailed listing of the allowances and assumptions included as part of the Seller's bid. Upon issuance of Final Issue for Construction Drawings and Specifications, the Seller will provide pricing for the work, including other work associated with design development, with a credit for the allowances noted.	Thank you for Table One. We interpret that all of your allowances are categorized into either Electrical Assembly Assumptions or Other Specific Costs and all other areas of construction have firm pricing. Table 1 indicates \$21,627 in allowances and assumptions for a sound system and a telephone system. Please explain.  Please provide more detail to the allowance value within "Other Specific Costs" - that total \$645,000 GC - (Please define acronym) Insurance - \$ Value Bond - \$ Value Fee - \$ Value mech adjustment - \$ Value and specific item(s)	Refer to attached Revised Table 1	Thank you for updating Table 1.  Please clarify "Mechanical Adjustment" is not an allowance or an assumption, similar to electrical.	"Mechanical Adjustment" is not an allowance or an assumption.	Resolved Minor Clarification
3	TN Ward's Clarification "Seller Exception: The Seller has not included the cost for Craft Labor to support commissioning of the SCR System in its proposal. The hourly rate for this Craft Labor will be consistent with the project and will be provided on a time and materials basis. VMEU Comment /Question: Please provide a Labor Rate Sheet.	Please refer to attached Table 2 - SCR Commissioning Labor Rates Project Executive - \$143/hr Project Manager - \$125 / Hr Superintendent - \$125 / Hr	These rates are not Craft Labor Rates. Please provide. Also note that construction deficiencies identified during construction are corrected at your expense.  VMEU interprets that Craft Labor Costs to assist commissioning will be on a Time & Material basis and not part of the base bid.	Craft Labor Rates - See Table 2 (included in our hard copy that was mailed to you on 4/30/14)	Please confirm you agree with "Also note that construction deficiencies identified during construction are corrected at your expense."	Seller is in Agreement	Resolved Minor Clarification
4	TN Ward's Clarification "Seller Exception: Seller has not examined internal physical conditions of equipment to be demolished or subsurface conditions of the site. Seller has not included identification, removal or disposal of any environmental hazards or any unknown subsurface obstacles in its proposal." VMEU Comment /Question: Please refer to Section 2.02.D of the Specification for treatment of unforeseen conditions. Do you agree that this section addresses your clarification?	Seller Response: No - Seller does not agree. The Seller has not included identification, removal or disposal of any environmental hazards or any unknown subsurface obstacles in its proposal, including those "conditions generally recognized as likely to be encountered" and conditions that could "reasonably have been foreseen by the Seller" as referenced in Specification 2.02 Examination of Premises, Paragraphs D.3 and D.4 respectively. The Seller was not given access to inspect the equipment during the site visit as it was in operation and no further information was provided by VMEU. Since the potential environmental hazards and unknown subsurface obstacles could not be qualified or quantified, no pricing related to Paragraphs D.3 and D.4 could be included. The Seller will provide pricing if and when environmental hazards or unknown subsurface obstacles are discovered during execution of the Work.	Seller is not responsible for costs associated with removal or disposal of environmental hazards or unknown subsurface obstacles.  Does this resolve your clarification?	Yes, Seller agrees with the additional clarification that Seller is not responsible for identification of environmental hazards.			Resolved Minor Clarification

Inquiry #	VMEU Inquiry	TN Ward Response	VMEU Followup Inquiry 1	TN Ward Follow Up Response 1	VMEU Followup Inquiry 2	TN Ward Followup Response 2	Clarification Status
5	<p>TN Ward's Clarification "Seller Exception: Seller does not express or imply any guarantees that the SCR System as purchased by VMEU will meet any performance criteria."</p> <p>VMEU Comment /Question: Performance guarantees that are specific to the purchased SCR System are by SCR supplier. Does this response resolve your clarification?</p>	<p>Seller Response: Seller agrees with the added provision that performance guarantees that are specific to or related to the purchased SCR System or any VMEU work are not expressed or implied by the Seller.</p>	<p>VMEU understands and accepts this clarification</p>				<p>Resolved                      Minor Clarification</p>
6	<p>TN Ward's Clarification "Seller Exception: VMEU is responsible for commissioning and testing of the SCR System. The Seller does not express or imply any guarantees that VMEU can commission and test the SCR System in the time allowed by the project schedule."</p> <p>VMEU Comment /Question: The Construction Contractor is responsible for completion of construction work. The duration of the commissioning and testing period is not the Seller's responsibility unless commissioning or testing is delayed due to delayed construction, faulty equipment installation, or other work that is the Seller's responsibility. Does this response resolve your clarification?</p>	<p>Seller Response: Yes- Seller agrees provided the contract language is clarified. The "Seller Exception" relates to Specification 2.11 Failure to Deliver Time or Meet Performance Guarantees, Paragraph D and the application of liquidated damages. There are three different references in Paragraph D that would be clarified as follows:                      The first reference would now state "Seller guarantees that Seller will complete and turn-over to the Owner the West Station Simple Cycle Power Plant with the SCR installed and commissioned by April 15, 2015".                      The second reference, provided in Addendum 1, would now state "\$10,000 per day for each day past April 15, 2015 until the West Station Power Plant SCR is installed."                      The qualifications in the Seller's proposal would also apply as follows:                      (1) VMEU to release Final Issue for Construction Drawings to Seller by June 12, 2014, (2) VMEU to complete West Station Shutdown on September 8, 2014,                      (3) VMEU to deliver purchased equipment by October 28, 2014 or as scheduled by the Seller in coordination with the SCR System Supplier, (4) VMEU to complete installation of transformers by November 28, 2014 and VMEU commissioning of transformers by December 31, 2014, (5) VMEU to deliver SCR System complete, per specifications and drawings, and undamaged, (6) VMEU to return submittals and RFIs with clear direction for the Seller to proceed within five business days.</p>	<p>a. VMEU Recognizes that Seller does not have control of commissioning activities. Per Seller's Schedule, the plant will be ready for Commissioning by others on 16FEB15. Therefore, by reference, VMEU agrees that the Liquidated Damages will initiate with "Ready for commissioning by others" versus COD.</p> <p>b. Please see RFP section 5.04.C where VMEU is committing to returning submittals and RFIs with clear direction for the seller to proceed within five to ten business days.</p> <p>c. VMEU understands that the only specific part or portion of the work to be complete on a specific interim date are those items found in the specification.</p>	<p>a. As noted in the Seller's Proposal Execution Plan, the dates shown on the Seller's schedule are targeted early completion dates, not guaranteed dates when liquidated damages would start. The Seller also showed in the schedule that paving and Punchlist Level 2 and 3 Work would be completed by 15 April 2015. Since the earliest date in the RFP associated with liquidated damages is 16 April 2015, since the Seller has agreed to have all Work completed by 15 April 2015, and since VMEU and the Seller have agreed that Seller is in no way responsible for commissioning, the Seller agreed in our previous response to have liquidated damages for the Seller's Work start on the earliest date provided in the RFP (16 April 2015). The RFP calls for commissioning to begin some time in March 2015. As a compromise, the Seller agrees to have Seller's Work completed so commissioning by others can start 15 March 2015, and that liquidated damages will initiate 16 March 2015 with Ready for Commissioning by Others versus COD. Seller will complete all other Seller's Work, including Level 2 and 3 punchlist items, by 15 April 2015.</p> <p>b. Response by VMEU to a priority submittal within 5 business days and a block of submittals within ten business days is acceptable because the submittals are scheduled well in advance. However, many RFIs are related to field work and require quick response. There is no time limit in Paragraph 5.04C for VMEU to respond to RFIs. The Seller requires that RFIs are returned within three business days.</p> <p>c. The Seller agrees.</p>	<p>Thank you for the clarification.                      We accept Part A with the following clarification:                      If you are not ready for commissioning on 16 March 2015, LDs will be assessed on a daily basis of \$10,000.                      If you still are not ready for commissioning on 15 May 2015, LDs will be assessed at \$35,000 per day.</p> <p>Response to B is accepted                      Response C is accepted</p>	<p>Seller is in Agreement</p>	<p>Resolved                      Minor Clarification</p>
7	<p>TN Ward's Clarification "Seller Exception: The qualifications provided with the Total Fixed Price Proposal are necessary to fill gaps in information and are considered a part of the Total Fixed Price."</p> <p>VMEU Comment /Question: Please forward the "qualifications provided." Our interpretation of your clarification is that you have line itemed a value of \$645,000 for "Other Specific Cost Items." We also interpret that your comment from #2 above (included allowances) that this line item also includes your "allowances". Please clarify by defining the allowances and assumptions, inclusive of material and labor costs, by item.</p>	<p>Seller Response: Please refer to Seller's response to item 2.</p>	<p>Please refer to VMEU's response to item 2.</p>	<p>Refer to attached Revised Table 1</p>			<p>Resolved                      Minor Clarification</p>

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8	<p>VMEU Inquiry: We interpret your organization structure as follows from a Prime/Sub-Vendor role and responsibility perspective,</p> <ul style="list-style-type: none"> <li>a. Constructor- TN Ward Co.</li> <li>b. Mechanical - Fresh Meadows Power LLC</li> <li>c. Electrical - Ray Angilini Inc.</li> <li>d. Elect Testing - Trace Electric Services and Testing</li> <li>e. Site/Civil - TN Ward Co.</li> <li>f. Steel-Tamburri Steel, LLC</li> <li>g. Unknown - Falasca Mechanical, Inc.</li> <li>h. Demolition - TBD</li> </ul> <p>Please confirm for us the above organization structure, clarify Falasca's role, and identify the demolition contractor mentioned in your project execution plan, site logistics plan (131 h bullet).</p>	<p>Seller Response: Falasca Mechanical will not be included on the TN Ward Project Team. The site and demolition Subcontractor will be Winzinger Inc. Please refer to Seller response to Item 10 for the complete project organization.</p>	<p>VMEU understands and accepts this clarification</p>				Resolved Minor Clarification
9	<p>VMEU Inquiry: Please inform VMEU as to the scope of work to be executed by Tamburri Steel, LLC.</p>	<p>Seller Response: P. Tamburri Steel LLC will fabricate and deliver beams, channels, angles, grating, columns, and metal deck for the ammonia storage, equipment shelter and transformer.</p>	<p>VMEU understands and accepts this clarification</p>				Resolved Minor Clarification
10	<p>VMEU Inquiry: Project Organization. Please provide:</p> <ul style="list-style-type: none"> <li>a. A VMEU Project Specific Organizational Chart that identifies the specific Lead operational individual(s) (with contact information) for each of the firms identified.</li> <li>b. Also provide resumes for each individual identified on the Organization Chart.</li> </ul>	<p>Seller Response: Please refer to the attached Project Organization Chart that includes the Lead operational individuals for TN Ward Company and each key trade contractor</p> <p>Seller Response: Please refer to Resumes for key trade contractors that are included with the attached Project Organization Chart. TN Ward Company resumes were submitted with the Bid Proposal on 4/22/14.</p>	<p>Please provide resumes for John Pawelczyk and Earl Mitchell of P Tamburri. Indicate the specific projects they worked on at Pepco Holdings.</p> <p>The remainder of this response is understood and is accepted.</p>	<p>This subcontract including labor and material is worth about \$50,000.</p> <p>Resumes for John Pawelczyk and Earl Mitchell are attached. John was involved in all the Pepco projects as noted on the resume. Earl will be the erection supervisor and was not involved in any of the Pepco projects.</p>			Resolved Minor Clarification
11	<p>VMEU Inquiry: Please describe the work Robert Vakas did at the Edge Moor Power Plant. When was the work done and who was his employer?</p>	<p>Seller Response: Robert Vakas performed work at the Edge Moor Power Plant from 1998 thru 2002 as an EPC Contractor through a company that he owned, Weldtech Services. He managed a staff of 25+ engineering and craft personnel who completed multiple retrofit and renovation projects including installation of SCR/bag house units with preheat feeds; high pressure steam boilers; water cooled generators; aerators; steam condensate systems; and low alloy &amp; carbon steel piping systems</p>	<p>VMEU understands and accepts this clarification</p>				Resolved Minor Clarification
12	<p>VMEU Inquiry: What was TN Ward's roll in each of the seven Energy and Environmental projects listed as experience.</p>	<p>Seller Response: Please refer to the attached Energy Plant and Environmental Experience chart that includes TN Ward's role for each of the seven (7) projects listed</p>	<p>The chart labelled "Energy Plant and Environment Experience" listing seven projects was included in TN Ward's original proposal. There is not a single sentence describing TN Ward's roll on any of these projects.</p>	<p>TN Ward's "Role" was "General Contractor" or "Owner Representative" as noted on the previous Energy Plant and Environmental Experience Chart (see attached).</p>			Resolved Minor Clarification
13	<p>VMEU Inquiry: Site Security. We anticipate that we will use locks in series so that VMEU can open the gate when TN Ward is not onsite, and TN Ward can open the gate when VMEU is not on site. If TN Ward is the one who opened the gate, they are responsible for security. When VMEU opens the gate, VMEU is responsible for security. When no-one is onsite, the gates stay secured. Do you agree with this interpretation?</p>	<p>Seller Response: Yes - Seller agrees with the additional provision that if the Seller opens the gate, VMEU subsequently enters the site, and Seller leaves the site before VMEU leaves the site, then Seller will lock the gate when the Seller leaves the site, and VMEU will be responsible for security from that point forward and VMEU will lock the gate when leaving the site.</p>	<p>VMEU understands and accepts this clarification</p>				Resolved Minor Clarification

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14	VMEU Inquiry: In the execution plan TN Ward states "Otherwise containers or off site facilities will be provided for storage." We interpret this to mean that if needed, TN Ward will provide.	Seller Response: The Seller plans to coordinate delivery of equipment with the SCR System Supplier to ensure the deliveries arrive in the proper sequence for installation and arrive based on a just in time schedule. The SCR System Supplier is responsible to ensure the delivered equipment and materials are properly packaged for shipment, storage and installation. Once installed, VMEU is responsible to protect equipment through the start-up, commissioning, testing, and operation cycles. The Seller may provide a storage container for materials and equipment it provides.	VMEU understands and accepts this clarification				Resolved Minor Clarification
15	VMEU Clarification: VMEU will provide power for your trailer. Seller is responsible for phone and internet per paragraph 3.14. Do you agree?	Seller Response: Seller will provide phone and internet service to its construction trailer assuming connections for both are available in the general vicinity of the trailer.	VMEU understands and accepts this clarification				Resolved Minor Clarification
16	VMEU Inquiry: TN Ward is under contract to C&H Industrial Services to support the Clayville 1 project. Does TN Ward intend to assign separate staffs to each project? Identify any person who will be assigned to both projects.	Seller Response: The Seller plans to have separate project management and site personnel assigned to each project. John Marks, who will serve as the Project Executive for both projects, will be the liaison between the teams for consistency and expediency.	VMEU understands and accepts this clarification				Resolved Minor Clarification
17	VMEU Inquiry: What is TN Ward's plan to provide submittals for review?	Seller Response: During the project planning task, the Seller will provide a submittal schedule for its Work. The Seller, and its Subcontractors through the Seller, will provide the submittals in accordance with the Specifications. All submittals will be tracked in the Seller's project management system and the status will be reviewed during the weekly meeting with VMEU.	VMEU understands and accepts this clarification				Resolved Minor Clarification