

RESOLUTION NO. 2015-91

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1 TO CONTRACT NO. C14-0107, ISSUED TO BLUEWATER ENERGY SOLUTIONS, ACWORTH, GA, IN THE AMOUNT OF \$131,404.20.

WHEREAS, the City Council of the City of Vineland, on September 23, 2014, adopted Resolution No. 2014-390, entitled “A RESOLUTION AWARDING A CONTRACT TO BLUEWATER ENERGY SOLUTIONS, ACWORTH, GA FOR THE COMPLETION OF CLAYVILLE UNIT 1 COMMISSIONING SERVICES FOR THE VINELAND MUNICIPAL ELECTRIC UTILITY – GENERATION DIVISION”; and

WHEREAS, N.J.A.C. 5:30-11.9 sets forth the procedures for processing change orders which exceed the 20 percent limitation; and

WHEREAS, the management personnel of the Electric Utility has requested that an amendment be made to contract awarded to Bluewater Energy Solutions, Acworth, GA for Clayville Unit 1 Commissioning Services, as authorized by Resolution No. 2014-390: said amendment is made necessary to incorporate the following options:

1. In their proposal of August 26, 2014, Bluewater Energy proposed an option for an accelerated Start Up and Commissioning schedule (Option A). It accelerates the date of Final Completion to June 1, 2015. The date of Final Completion in the base contract is June 15, 2015. Price increase of \$185,182.00.
2. Also necessary to incorporate an extension of the validity of the pricing for Option A. Per the proposal, the pricing for Option A remained valid provided that a Notice to Proceed was issued by January 27, 2015. Per the attached e-mail dated January 26, 2015, Bluewater has agreed to extend the validity of the pricing for Option A, provided that a Notice to Proceed is issued by February 28, 2015.

WHEREAS, Resolution No. 2014-390 included a contingency in the amount of \$53,777.80 which will be utilized for this Change Order, therefore, an additional \$131,404.20 is requested to fulfill the funding of this change order; 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; and

WHEREAS, the City Comptroller has certified the availability of funds for the amendatory supplemental change order for which authorization is requested in the amount of \$131,404.20; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said amendatory supplemental change order to Contract No. C14-0107, issued to Bluewater Energy Solutions, Acworth, GA, in the amount of \$131,404.20, be and the same is hereby ratified and approved.

Adopted:

President of Council

ATTEST:

City Clerk



February 17, 2015

REPORT

TO: THE MAYOR AND COUNCIL

Amendatory Supplemental Change Order No. 1
Contract No. C14-0107
Clayville Unit 1 Commissioning Services - VMEU
Bluewater Energy Solutions, Acworth, GA

We are requesting that an amendatory supplemental change order be issued to Contract No. C14-0107, issued to Bluewater Energy Solutions, Acworth, GA, for the Completion of Clayville Unit 1 Commissioning Services for the Vineland Municipal Electric Utility – Generation Division. This contract was authorized by Resolution No. 2014-390, adopted by City Council on September 23, 2014.

The change order requested is necessary to incorporate the following options:

1. In their proposal of August 26, 2014, Bluewater Energy proposed an option for an accelerated Start Up and Commissioning schedule (Option A). It accelerates the date of Final Completion to June 1, 2015. The date of Final Completion in the base contract is June 15, 2015. Price increase of \$185,182.00.
2. Also necessary to incorporate an extension of the validity of the pricing for Option A. Per the proposal, the pricing for Option A remained valid provided that a Notice to Proceed was issued by January 27, 2015. Per the attached e-mail dated January 26, 2015, Bluewater has agreed to extend the validity of the pricing for Option A, provided that a Notice to Proceed is issued by February 28, 2015.

The original contract was awarded in the amount of \$537,778.00 plus a Contingency of \$53,777.80 for a total authorized amount of \$591,555.80. After deducting the contingency, the additional amount needed to provide for this change is **\$131,404.20**. This change order represents an increase of approximately 22.2133% over the total award amount of \$591,555.80.

The amendatory supplemental change order which exceeds the 20% limitation, for which authorization is herein requested, may be authorized in accordance with N.J.A.C. 5:30-11.9.

Respectfully submitted,

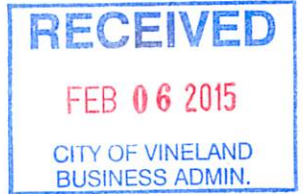

Robert E. Dickenson, Jr.
Assistant Business Administrator

RD/wr
Encl.



Peter J. Kudless
Project Manager
Clayville Unit #1
pkudless@vinelandcity.org
www.vinelandcity.org

211 N. West Ave
Vineland, NJ 08362-1508
Phone: (856) 794-4000
Extension: 4380
Fax: (856) 405-4625



REQUEST FOR CHANGE ORDER
FOR:

Clayville Unit 1 Commissioning Services
PROJECT NAME

TO: BUSINESS ADMINISTRATION

DEPARTMENT: VMEU Generation Engineering

FROM: Pete Kudless, Project Manager

This is a request for change order # 1 to Contract # C14-0107 for:

Project Name: Clayville Unit 1 Commissioning Services

Name/Address of Contractor: Bluewater Energy Solutions
3459 Acworth Due West Road
Suite 206
Acworth, GA 30101

This change order is necessary to incorporate the following option into this contract (Authorizing Resolution 2014-390 attached):

- 1) In their proposal submitted on August 26, 2014 (attached), Bluewater Energy Solutions (Bluewater) proposed an option for an accelerated Start Up and Commissioning schedule (Option A). This option accelerates the date of Final Completion to June 1, 2015. The date of Final Completion in the base contract is June 15, 2015. Incorporation of Option A results in a contract price increase of \$185,182.00.
- 2) This change order is also necessary to incorporate an extension of the validity of the pricing for Option A. Per Bluewater's proposal submitted on August 26, 2014, the pricing for Option A remained valid provided that a Notice to Proceed was issued by January 27, 2015. Per the attached e-mail dated January 26, 2015, Bluewater has agreed to extend the validity of the pricing for Option A, provided that a Notice to Proceed is issued by February 28, 2015.



Special arrangements for persons with disabilities may be made if requested in advance by contacting the Business Administrator's office at 856-794-4144.





Peter J. Kudless
Project Manager
Clayville Unit #1
pkudless@vinelandcity.org
www.vinelandcity.org

211 N. West Ave
Vineland, NJ 08362-1508
Phone: (856) 794-4000
Extension: 4380
Fax: (856) 405-4625

- 3) The original contract (Contract C14-0107, attached) and Authorizing Resolution 2014-390 included a base contract amount of \$537,778.00 plus a contingency amount of \$53,777.80. The full contingency amount of \$53,777.80 is available for this change order. Please encumber an additional \$131,404.20 to fulfill the funding of this change order.

Original Contract Amount:	\$ <u>537,778.00</u>
Amount of This Change Order:	\$ <u>185,182.00</u>
Previous Change Orders:	\$ <u>0.00</u>
Total Revised Amount:	\$ <u>722,960.00</u>




APPROVED BY: Joseph Isabella
Print/Type


Signature

NOTE:
CHANGE ORDERS CANNOT EXCEED 20% OF THE ORIGINAL CONTRACT AMOUNT

Please provide the account number that the change order will be charged to:

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

CC: Purchasing Division
Gus Foster 
Pete Kudless 
Jeff Davis 





PART 9. Proposal Form

9.01 Project Identification

Start-up and Commissioning of a 64MW Simple Cycle Power Plant (SCPP) located at Clayville Generating Station, 4087 South Lincoln Avenue, Vineland, NJ.

9.02 Proposal must be Submitted to:

THE CITY OF VINELAND NEW JERSEY
VINELAND MUNICIPAL UTILITIES

9.03 Proposer's Obligations and Representations

- A. The undersigned Seller proposes and agrees, if this Proposal is accepted as submitted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
- B. This Proposal will remain subject to acceptance for 60 days after the day of Proposal opening. Seller will sign and deliver the required number of counterparts of the Agreement with the Bonds, Insurance Certificates and other documents required by the Request for Proposal and Proposal Form within 10 days after the date of OWNER'S Notice of Award.
- C. In submitting this Proposal, Seller represents and agrees, as more fully set forth in the Agreement, that:
 - 1. Seller has examined and carefully studied the Proposal Documents and Addenda, receipt of all which is acknowledged on the mandatory form included at the end of this Section.
 - 2. Seller has visited the Site and become familiar with location site conditions, labor costs and labor availability progress, performance and furnishing of the Work.
 - 3. Seller is familiar with federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work including, but not limited to all environmental Laws and Regulations.
 - 4. Seller has studied carefully all available non-contractually binding drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except underground facilities) which have been identified or made available by OWNER.
 - 5. Seller is aware of the general nature of any separate work to be performed by OWNER and others at the Site that relates to the Work for which this Proposal is submitted as indicated in the Contract Documents.
 - 6. Seller has correlated the information known to Seller, information

- and observations obtained from visits to the Site, non-contractually binding reports and drawings identified in the Contract Documents, and all similar additional examinations, investigations, explorations, tests, studies and data referenced within the Contract Documents.
7. Seller has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that Seller has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to Seller, and the Seller asserts that Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted, including but not limited to all known environmental conditions.
 8. The inclusion of Seller's standard terms and conditions will not be viewed as exceptions to the bid specifications. In other words, unless the seller takes explicit exception to a specific term or condition of the Specification, the Specification shall prevail. If "wholesale" or "blanket" exceptions are taken, for example, "proposal is contingent upon acceptance of the enclosed manufacturers standard terms and conditions"; the proposal will be rejected. If any exception to the specification is taken, alternate language or a remedy must be proposed. If such a remedy is deemed to meet the intent of the specification, and does not place any other Seller at a disadvantage (alternately, does not give the Seller taking the exception an advantage), it will be accepted; otherwise the proposal will be rejected.
 9. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation: Seller has not directly or indirectly induced or solicited any other Seller to submit a false or sham Proposal: Seller has not solicited or induced any person, firm or corporation to refrain from proposing: and Seller has not sought by collusion to obtain for itself any advantage over any other Seller or over OWNER. Seller has signed and submitted the mandatory non collusion affidavit provided in Section TBD.
 10. Seller owns, leases, or controls all the necessary equipment and can provide all labor required to perform the Work in accordance with the Contract Documents.
 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 in Section TBD.
 12. Seller has submitted all mandatory and required forms with its Proposal, the Proposal Checklist, and as follows:
 - a. Per section 2.06.A, the resume of proposed Superintendent/On-Site Manager

- b. Per section 2.17 A, T & M Rate Schedules for various labor categories that must be included in the Seller's proposal
- c. Per Section 3.12 B., List of any Sub-Vendors; if none, so state.
- d. Per Section 6.01 Sample of similar work product
- e. Per section 6.02 Sample of similar work product
- f. Per Section 6.03 Sample of similar work product


9.04 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 September 23, 2014 and Final Completion approximately on June 15, 2015 and shall exclude sales tax.

All Work, equipment, and material for the Start Up and Commissioning of a 64MW Simple Cycle Power Plant (SCPP) located at Clayville Generating Station, 4087 South Lincoln Avenue, Vineland, NJ.	
TOTAL FIXED PROPOSAL PRICE (use words)	In U.S. figures
five hundred thirty seven thousand, seven hundred and seventy eight dollars	\$ 537,778.00

Based on estimated the attached man hour estimates and hourly rates by classification. Provide hourly rates sheet for all clarifications.

B. Seller must include the price breakdown as shown below for evaluation purposes (an excel worksheet of this form is included for Seller's Use):

 VINELAND MUNICIPAL UTILITIES	Clayville Unit 1 Startup & Commissioning RFP Seller's Breakdown of fixed price proposal			
	Labor Hours	Valued in U. S. Dollars		
Labor		Material	Total	
Site Work Program Management including Project Documentation Deliverables	350	\$27,000	\$10,000	\$37,000
Field Execution	2510	\$297,600	\$15,000	\$312,600
Developing Operations & Maintenance Procedures for Owner's Use	760	\$63,591	\$4,059	\$67,650
Developing Systems and integrated Training materials and Training Owners Staff	125	\$15,613	\$997	\$16,610
Other Costs-Description & Value: 1 Performance Testing	312	\$39,731	\$17,027	\$56,758
Item 2 Performance Bond				\$16,160
Item 3 Emissions Testing	115			\$39,000
Total fixed Price Per Paragraph 9.04.A		\$537,778		
Seller's Estimate of Trade Labor Required to support Startup & Commissioning efforts By Others				
Rolls Royce GT & SCR & Systems	3500			
WEG Industries GSU	200			
Kobeenco EDTI FGC & Systems	600			
CEMTEK CEMS	250			
ABB Process Control System (PCS)	500			
Construction Contractor Balance of Plant (BOP) & Systems	2000			
Owner Supplied Labor, Equipment, & Materials: (Please provide descriptions)				
Item 1:	office space, phone, computer connection, restroom			
Item 2:	office furniture			
Name of Sub Vendors included in Seller's Fixed Price Proposal and Sub-Vendor's roles in project:				
		Valued in U. S. Dollars		
Sub Vendor and Role:	Labor Hours	Labor	Material	Total
Tri-Tech Energy-Training/ops	255	\$79,204	\$5,056	\$84,260
McHale & Associates-Performance	312	\$39,731	\$17,027	\$56,758
Blue Marble Technical Services -Emission Testing				\$39,000

Clayville Generating Station

Commissioning Agent Contract Specification

C. Seller agrees that the following Contract Price Modifications will be incorporated into the Agreement, as priced options for use in pricing Change Orders after award of the Contract but will be exercised by OWNER within the number of days from Notice to Proceed as indicated below. These prices will be used in determining responsiveness, but will not be used in evaluating Proposals and shall exclude sales tax.

Item	Description	Use Figures below Show deductions in parentheses	No. of days that pricing of item is valid from Notice to Proceed without impacting Contract Price/Times
A	Notice to Proceed on approximately 01/27/2015 and Final Completion approximately on 6/1/15	185,182.00 GHL #185,182.00	18 weeks=126 days
B	Notice to Proceed on approximately 01/27/2015 and Final Completion approximately on 6/8/15	\$ 121,298.00	18 weeks=126 days

Accompanying this proposal is a certified check in the amount of \$ _____, a cashier's check in the amount of \$ _____, or a bid bond in the amount of \$ 20,000, payable to the City of Vineland which is to be forfeited as liquidated damages, if in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as required.

COMPANY Bluewater Energy Solutions

ADDRESS 3459 Acworth Dye West Rd Suite 206

Acworth, GA 30101

TELEPHONE (678) 594-2058

BY [Signature]
(Signature)

Perry Newark
(Name-please print or type)

President
(Title)

WITNESS [Signature]

The bidder shall state on the line below, if a corporation, the name of the state in which incorporated.

Glenn Legacki
(Contact Person Who Prepared Proposal)

(678) 594-2058
(Telephone Number)

11-3696379
(Federal I.D. Number)

glegacki@bwesl.com
(Email address)

Have you attached the required items listed on the Check List? Failure to do so may result in automatic rejection of this bid.

(678) 547-3033
(Fax Number)

Kudless Peter J.

From: Kris Larouche <klarouche@bwes1.com>
Sent: Monday, January 26, 2015 8:40 AM
To: Kudless Peter J.
Cc: Foster Gustav; Isabella Joseph; Lewis Yvonne; Davis Jeffrey M; 'Bret Bernhardt'; 'Perry Novak'
Subject: RE: Clayville unit # 1 Commissioning Services

Pete,

We understand the situation regarding construction progress to-date on Clayville Unit #1, and confirm that our pricing will remain the same as long as the Notice to Proceed is issued by the end of February 2015.

Regards,

Kris Larouche

Project Manager

Bluewater Energy Solutions

Office # 678-594-2058 x-156

Cell # 207-877-5086

From: Kudless Peter J. [<mailto:pkudless@vinelandcity.org>]
Sent: Friday, January 23, 2015 12:41 PM
To: Kris LaRouche (klarouche@bwes1.com)
Cc: Foster Gustav; Isabella Joseph; Lewis Yvonne; Davis Jeffrey M
Subject: Clayville unit # 1 Commissioning Services

Kris,

As discussed, the progress to-date during the construction phase of the Clayville unit # 1 project has created a situation whereby we need more time to make a decision on the Contract Price Modifications that pricing was requested for during the bid stage, per specification section 9.04.C (copy attached).

We request your confirmation that if our Notice to Proceed is issued by the end of February, 2015, that your offered pricing will still be valid.

Please advise.

Thank you.

Regards,

Pete Kudless