

RESOLUTION NO. 2020-97

A RESOLUTION DECLARING THE EXISTENCE OF AN EMERGENCY REQUIRING IMMEDIATE ASPHALT REPAIRS TO A COLLAPSED SECTION OF ROADWAY ON LINCOLN AVENUE AND AUTHORIZING THE PAYMENT OF BILLS FOR SAID SERVICES.

WHEREAS, the Purchasing Agent has reported that an emergency existed which required emergency asphalt repairs at 1771 Lincoln Avenue; and

WHEREAS, the Director of Municipal Utilities and the Superintendent of the Water Utility contacted the Purchasing Agent concerning water leak at 1771 Lincoln Avenue which caused the center line of the roadway to collapse for approximately 75-100 feet long, 10 feet wide and 2-3 feet deep; and

WHEREAS, because the collapse posed an imminent danger to the public health, safety and welfare, the Purchasing Agent advised the Department to prepare requisitions for the emergent repairs; and

WHEREAS, authorization is requested for payment of invoices from Charles Marandino LLC for the roadway repair and traffic control services and Advanced Paving Group for the asphalt work; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the above emergency;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland:

1. That authorization of payments to Charles Marandino LLC, Milmay, NJ, in the amount of \$43,988.00 and to Advanced Paving Group, Millville, NJ, in the amount of \$33,970.00 for the above services is hereby approved.

2. That the Purchasing Agent is hereby authorized and directed to issue purchase orders for same on behalf of the City of Vineland for the emergency asphalt repairs at 1771 Lincoln Avenue.

3. That payment is hereby authorized pursuant to said purchase orders in accordance with procedures for payment of bills and demands heretofore established by Ordinance number 1048.

Adopted:

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

ATTEST:

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

# FROM THE DESK OF MIGUEL A. MERCADO



February 5, 2020

MEMORANDUM TO BUSINESS ADMINISTRATION:

RE: Emergency Asphalt Repairs at 1771 Lincoln Avenue

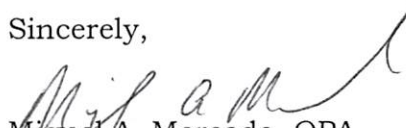
On Wednesday, February 5, 2020 I received a call from Michael Lawler, Water Department Superintendent and followed up by John Lillie, Director of Electric Utility concerning the emergency nature at 1771 Lincoln Ave. According to Mike there was a water leak at 1771 Lincoln Avenue which caused the center line of the roadway to collapse for approximately 75-100 feet long, 10 feet wide and 2-3 feet deep.

Both Mike and John agree that this collapse has created a very unsafe condition for public vehicles, truck and buses. The road failure has also created a hazard entering and exiting the existing buildings and for businesses in this area. This situation represents unsafe conditions for the health, safety and welfare of the residents and anyone needing to travel in and around this area.

In accordance with N.J.S.A. 40A:11-6 Emergency Contracts, I as the Purchasing Agent of the City of Vineland, agree that this situation can be a health, safety and welfare issue as defined by the NJ Public Contracts Law and should be declared an "Emergency".

I have instructed the Department to enter requisitions in the Edmunds Finance System to both Advanced Paving Group in the amount of \$18,000.00 for the Asphalt work and Charles Marandino LLC in the amount of \$16,800.00 for the Traffic Control to immediately repair the emergency work needed at 1771 Lincoln Avenue.

Sincerely,

  
Miguel A. Mercado, QPA  
Purchasing Agent

Enclosures

## Garcia David

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**From:** Lawler Michael S  
**Sent:** Wednesday, February 5, 2020 11:04 AM  
**To:** Garcia David  
**Cc:** Ricci David  
**Subject:** FW: 1771 Lincoln Ave. emergency asphalt repair  
**Attachments:** 1771 S. Lincoln Avenue Project.pdf

Dave

please start a req for the emergency repair on Lincoln ave acct number 00755502801353068  
see quote form

**From:** Mercado Miguel <mmercado@vinelandcity.org>  
**Sent:** Wednesday, February 5, 2020 9:45 AM  
**To:** Lawler Michael S <mlawler@vinelandcity.org>  
**Cc:** Dickenson Bob <bdickenson@vinelandcity.org>; Lillie John <jlillie@vinelandcity.org>; Ricci David <dricci@vinelandcity.org>; Hill Yolanda <yhill@vinelandcity.org>; Brownlee Jeanine <jbrownlee@vinelandcity.org>; Hanna Theresa <thanna@vinelandcity.org>  
**Subject:** RE: 1771 Lincoln Ave. emergency asphalt repair

Have someone put in a Requisition to Marandino for this work to be done and I will get a resolution request for the next Council Meeting approving this. Do requisition immediately.

Mike

**From:** Lawler Michael S <mlawler@vinelandcity.org>  
**Sent:** Wednesday, February 5, 2020 9:37 AM  
**To:** Mercado Miguel <mmercado@vinelandcity.org>  
**Cc:** Dickenson Bob <bdickenson@vinelandcity.org>; Lillie John <jlillie@vinelandcity.org>; Ricci David <dricci@vinelandcity.org>  
**Subject:** 1771 Lincoln Ave. emergency asphalt repair

Good Morning Mike

We had a water leak on 1771 Lincoln Ave. which caused the center line of the roadway to collapse for approximately 75-100 feet long, 10 feet wide, 2-3 feet deep. This has created a very unsafe condition for the public cars, trucks and Buses. This road failure is also creating a hazard entering and exiting the existing bldgs., and businesses in this area of the road failure. This situation represents unsafe conditions for the health and welfare of the residents  
The Water Utility request's emergency funding to repair this existing safety issue.  
Please see attached quotes form.

Thank you  
Michael S. Lawler  
Superintendent, CPWM  
330 E. Walnut Rd.  
Vineland NJ.08260  
856-794-4056 Ext.4755





**CHARLES MARANDINO, LLC**

**CONCRETE CONTRACTOR**

**PO Box 20**

**Milmay, NJ 08340**

**Phone: 856.691.9963**

**Fax: 856.691.5195**

**Cell: 856.982.6433**

**INVOICE**

**DATE:** February 14, 2020

**TO:** City of Vineland  
PO Box 1508  
Vineland, NJ 08362

**RE:** Road Repair, Lincoln Ave

**ATTN:** John Lillie

ITEM	DESCRIPTION	UNIT PRICE	QTY	TYPE	TOTAL COST
1	Traffic Control, Asphalt (10-12 hour day)	\$16,800.00	1	LS	\$ 16,800.00
2	Traffic Control, Line Striping (4-8 hour day)	\$ 8,400.00	1	LS	\$ 8,400.00
3	Traffic Lines (Zone)	\$ 1,988.00	1	LS	\$ 1,988.00
<b>TOTAL \$</b>					<b>27,188.00</b>

Approved -  
John Lillie  
2-14-2020

# PROPOSAL



718 Jacob Harris Lane  
P.O. Box 568  
Glassboro, NJ 08028  
Ph. 856-582-5900  
Fax 856-582-1303

DATE: February 14, 2020  
TO: Charles Marandino, LLC

ATTN: Liana  
PHONE:  
FAX:  
EMAIL:

**ZONE JOB # N20-117**  
City of Vineland  
Emergency Road Work  
Cumberland County

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>UNIT</u>	<u>AMOUNT</u>
1	280	LF	4" Double Yellow Epoxy Traffic Stripe	7.10	LF	1,988.00

One Thousand Nine Hundred Eighty-Eight and 00/100

TOTAL: \$ 1,988.00

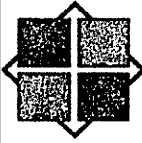
**NOTES:** ALL WORK PER NJDOT SPECS.

Acceptance Signature

PAUL R. MITCHELL, JR./PRESIDENT

PAYMENT TERMS: 5 DAYS AFTER RECEIPT  
OF PAYMENT FROM OWNER  
PRICE FIRM 60 DAYS FROM DATE OF BID

Job: 412004547



## Advanced Pavement Group

ASPHALT | CONCRETE | DRAINAGE | MAINTENANCE

Advanced Thinking . Advanced Technology  
Advanced Commitment . Advanced Performance  
[www.advancedpavementgroup.com](http://www.advancedpavementgroup.com)

2103 East Main Street, Millville, NJ 08332

Ph: (856) 825-4247

Submit to: City of Vineland NJ		Date: 2/10/20
Street: 640 East Wood Street	Job Name: South Lincoln Ave Road Repair	
City, State, Zip: Vineland, NJ 08360	Job Location: South Lincoln Ave	
Salesman: Bill Flanagan	Phone: 609-820-3664	

**We propose the following work; Road repair 150' X 12'. Please not traffic control by others.**

1. Excavation of Asphalt Pavement and DGA Subbase
2. Furnish and Install 6" DGA
3. Furnish and Install 19M64 Base Course 4" Thick
4. Furnish and Install 12.5M64 Surface Course 2" Thick

**JOB TOTAL >>>**

**\$18,000.00**

**Note: Prices are based on Asphalt price Index of \$481.00 and Number Two Diesel Fuel Index. The quoted price is subjected to Escalation due to changes these indexes and may be adjusted too. The current price at the time work is performed.**

*\$33,970*

Job: 412004547



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Advanced **Commitment** . Advanced **Performance**  
[www.advancedpavementgroup.com](http://www.advancedpavementgroup.com)

2103 East Main Street, Millville, NJ 08332  
Ph: (856) 825-4247

Submit to: City of Vineland NJ Water/Sewer Utility  
Attn: Dave Ricci

Ph: 856-794-4056

Date: 2/13/20

Street: 330 East Walnut Road

Job Name: South Lincoln Ave Road Repair

City, State, Zip: Vineland, NJ 08360

Job Location: South Lincoln Ave

Salesman: Bill Flanagan

Phone: 609-820-3664

We propose the following work; Steve Morris of Cumberland County Engineering, specified one 4" lift of 12.5M64 Top Course Asphalt.

Change Order #1 consists of 102' X 11'-9" north of original job.

Change Order #1 consists of 66' X 11'-9" south of original job.

1. Milling of 4" existing asphalt
2. Furnish and Install 4" 12.5M64
3. Sweep and tack

JOB TOTAL >>>

\$15,970.00

Note: Prices are based on Asphalt price Index of \$481.00 and Number Two Diesel Fuel Index. The quoted price is subjected to Escalation due to changes these indexes and may be adjusted too. The current price at the time work is performed.



**Crack Sealing • Sealcoating • Line Striping • Concrete Sidewalks • Curbing • Aprons • Concrete Sealing  
Paving • Pothole Repair • Infrared Asphalt Repair • Catch Basins • Trench Drains • Snow & Ice Management**

**PROJECT EXCLUSIONS & CLARIFICATIONS**

1. Excludes, Civil, Architectural or Structural Engineering, drawings and/or design or plan certifications.
2. Excludes, licensed survey layout, and/or any as-built drawings, plan mark-ups or revisions.
3. Excludes, permit applications & permit fees unless specifically included in this Proposal and Contract.
4. Excludes, inspection, testing cost & associated fees.
5. Excludes, Uniformed Traffic Control Officers and Police Support Vehicles, unless specifically included in this Proposal and Contract.
6. Excludes, overtime & premium time due to project acceleration, or delays caused by inclement weather, acts of nature, owner or owners Subcontractor delays, calendar holiday infringement on/or in project schedule.
7. Excludes, rock or sub-surface structure breaking, blasting, excavation, or removal, unless specifically included in this Proposal and Contract.
8. Excludes, demolition, unless specifically included in this Proposal and Contract.
9. Excludes, disposal of hazardous or contaminated material, unless specifically included in Proposal and Contract.
10. Excludes, all well point dewatering, or project surface or sub-surface dewatering beyond the practical use of a 3" centrifugal, trash or diaphragm pump, unless specifically included in this Proposal and Contract.
11. Excludes, site sweeping mechanical or manual, onsite or offsite, due to vehicular or equipment tracking during delivery, entry, onsite operation or leaving the construction site.(onsite and offsite roadway, parking lot or property sweeping shall be the responsibility of the customer/purchaser) unless specifically included in this Proposal and Contract.
12. All utility installations are quoted to placement within 5 ft. of outside of building. Tie-in's to building, and excavation for same are excluded unless specifically included in this Proposal and Contract.
13. Unless specified herein, sub-grade soil conditions are considered to be suitable, and therefore usable, any excavation, removal, remediation, stabilization or replacement of unsuitable soil conditions are specifically excluded, and shall be considered to be an additional cost to be borne by the customer/purchaser.
14. If during any course of the contract, or approved change order or authorized extra work, the sub-grade or sub-base material develops soft or yielding areas due to wet or unsuitable material conditions, then corrective measures such as; excavation, remediation, stabilization or replacement of material, backfill, compaction or removal of material from site of unsuitable soil conditions are specifically excluded, and shall be considered to be an additional cost to be borne by the customer/purchaser.
15. Rain, snow, inclement weather and/or any other acts of nature that could affect the suitability of the onsite materials, in-place or stockpiled shall not be the responsibility of Advanced Pavement Group the customer/purchaser of this Proposal and Contract shall bare the cost for replacement of said materials.
16. Advanced Pavement Group (APG) has a strategic partnership with certain contracting affiliates which may be utilized within the scope of this project.
17. Paving is to be performed in one mobilization unless stated otherwise or Advanced Pavement Group chooses to mobilize more than once for their convenience.
18. Advanced Pavement Group (APG) will not be responsible for water ponding on paving projects where less than 2% positive drainage can be achieved based on the existing grades and relief points.
19. Paving performed during cold or foul or inclement weather conditions can cause esthetic and structural asphalt imperfections. Cold, frost, rain, winds, snow and moisture can all cause imperfections and defects. Paving performed under these conditions is done so, at the customers/purchasers request and responsibility only. Any corrective repair work due to paving in these conditions will be performed solely at the customers/purchasers expense. Fees associated with winter plant charges are not included in this proposal.
20. Milled asphalt is to be assumed as "clean and recyclable". Contaminated asphalt recycling will be billed at 1,250.00 per load. Fabric in millings is also considered contaminated by recycling centers and will also be subject to additional charges.
21. All paving prices listed in this proposal and contract are based on the current NJDot Asphaltic Cement and Fuel Price Index at the date of this proposal and contract. Should the Index increase prior to, or during any paving operations, the additional increase to the customer/purchaser will be billed at a rate of \$0.07 per ton installed for every \$1.00 increase in the NJDot Asphaltic Cement and Fuel Price Index. No credits will be given for reductions in the index unless our suppliers extend an equal and respective credit.
22. Asphalt & Concrete disposal fees are subject to increase beyond the control of Advanced Pavement Group (APG). Such increases may affect the final cost of invoices.

**PAYMENT TERMS**

**Payments Shall Be As Follows: Customer agrees to have all "Proposal & Contract" payments processed and cut 7 days prior to project start date. This ensures a continuous process for both customer and company. Unit or percent complete billings will be weekly /bi-weekly basis or upon completion, whichever comes first. All invoices are due 30 days from invoice date**

**CONTRACT TERMS & CONDITIONS**

1. This proposal and contract becomes effective as a contract, after the purchaser executes its acceptance. Conditions which are not incorporated in this contract will not be recognized unless made in writing and approved by both the purchaser and the seller's signature. No modification or transfer of this contract after its acceptance shall be binding upon the Seller, unless made in writing and signed by the Seller or by one of the Sellers Officers.
2. This proposal may be withdrawn pending the results of a credit investigation, or it may be necessary to post a bond or establish an escrow account with sufficient funds, and a guarantee of payment upon completion of our work, or established contract payment terms as detailed above.
3. Quantities stated above are approximate only. Payment will be based on actual field measurements installed. A reduction in quantities may result in an increase in unit prices.
4. Prices listed in this proposal and contract shall be valid for thirty days.
5. Prices do not include sales tax unless specifically written above. Sales tax will be charged on all invoices for all taxable work.

- unless a valid Sales Tax Exemption Certificate is provided by the customer
6. Invoices will be rendered as detailed above, or monthly whichever comes first. Payments not received within 30 days of invoice date will be subject to a 1 1/2% monthly and 18% annual interest charge, which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent.
  7. Withholding of retainage on invoiced work will constitute a breach of contract unless retainage is specifically detailed in the payment terms listed above.
  8. Final payment in full is required within 30 days of contract completion invoice, unless detailed earlier above. Payments not received within 30 days of invoice date will be subject to a 1 1/2% monthly and 18% annual interest charge, which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent.
  9. In the event of non, or late payment by the customer, the contract shall be considered breached by the customer, and any and all legal means will be pursued to the fullest extent of the law to recover any uncollected funds, additionally the signatory of this Proposal and Contract agree that by signing and authorizing this contract accept that they will be responsible for and reimburse any legal, or collection agency fees incurred by the seller.
  10. Dispute Resolution: All claims, controversies, issues and other matters in dispute arising out of or by virtue of the work performed under this proposal shall be decided in binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. By signing and agreeing to this proposal, Customer understands and acknowledges that it is giving up its right of access to have all disputes resolved in binding arbitration. The obligation to arbitrate shall not be limited to any extent by the type of claim or defense asserted, regardless of whether the claim or defense arises out of any applicable statutes, including but not limited to the Consumer Fraud Act and the home improvement contractor regulations promulgated there under.

## CONTRACT ACCEPTANCE

### ACCEPTANCE OF CONTRACT BY THE PURCHASER

BY: John Lillo  
AUTHORIZED SIGNATURE  
 PRINTED NAME: John Lillo  
 TITLE: Director of Municipal Utilities  
 DATE: 2-14-2020

### ACCEPTANCE OF CONTRACT BY THE SELLER

BY: Daniel Pigliacelli  
AUTHORIZED SIGNATURE  
 PRINTED NAME: Daniel Pigliacelli  
 TITLE: VP  
 DATE: 2-14-20