

RESOLUTION NO. 2023- 288

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER NO. 2, IN THE AMOUNT OF \$17,350.00 TO PROFESSIONAL SERVICES CONTRACT NO. C21-0024, PURCHASE ORDER NO. 21-07457, ISSUED TO VAN NOTE HARVEY ASSOCIATES, INC., CAPE MAY COURT HOUSE, NJ.

WHEREAS, the City Council of the City of Vineland, on October 12, 2021, adopted Resolution No. 2021-478, entitled "A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VAN NOTE-HARVEY ASSOCIATES INC., CAPE MAY COURT HOUSE, NJ FOR ENGINEERING SERVICES FOR OUTFALL EVALUATION AND REPAIR LOCATED AT SANDWASH, IN AN AMOUNT NOT TO EXCEED \$17,900.00"; and

WHEREAS, the management personnel of Engineering has requested that an amendment #2 be made to contract awarded to Van Note-Harvey Associates, Inc., Cape May Court House, NJ, for Engineering Services for Outfall Evaluation and Repair located at Sandwash, as authorized by Resolution No. 2021-478, Purchase Order No. 21-07457; said amendment is necessary to provide for additional Engineering Services needed for the construction phase for Outfall Evaluation and Repair; and

WHEREAS, the Chief Financial Officer has certified that funds for the amendment requested herein are available; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland as follows:

1. THAT Resolution No. 2021-478, entitled "A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VAN NOTE-HARVEY ASSOCIATES INC., CAPE MAY COURT HOUSE, NJ FOR ENGINEERING SERVICES FOR OUTFALL EVALUATION AND REPAIR LOCATED AT SANDWASH, IN AN AMOUNT NOT TO EXCEED \$17,900.00"; be and the same is hereby amended and supplemented to increase maximum amount of the contract by \$17,350.00.

2. THAT the Purchasing Agent be and the same is hereby authorized to issue an amendatory supplemental change order #2 to Contract No. C21-0024, Purchase Order No. 21-07457 in the amount of \$17,350.00.

Adopted:

President of Council

ATTEST:

City Clerk

June 20, 2023

REPORT

TO: THE MAYOR AND COUNCIL

Amendatory Supplemental Change Order No. 2
Purchase Order No. 21-07457
Engineering Services for Outfall Evaluation and Repair Located at Sandwash
Van Note-Harvey Associates, Inc., Cape May Court House, NJ

We are requesting that an amendatory supplemental change order be issued to Purchase Order No. 21-07457, issued to Van Note-Harvey Associates, Inc., Cape May Court House, NJ, for Engineering Services. This purchase order was authorized by Resolution No. 2021-478, adopted by City Council on October 12, 2021.

The change order requested, in the amount of \$17,350.00 will provide for additional engineering services needed to complete technical specifications for the outfall repair. This change order plus change order #1 (\$2,900.00) will increase the original contract amount from \$17,900.00 to \$38,150.00.

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,

Robert E. Dickenson, Jr.
Business Administrator

RD/rl
Encl.



REQUEST FOR CHANGE ORDER



FOR:

Sandwash Outfall Repair Design

PROJECT NAME

TO: BUSINESS ADMINISTRATION

DEPARTMENT: Engineering FROM: Rick Caudill

This is a request for change order # 2 to Contract # C21-0024 for: PO 21-07457

Project Name Sandwash Outfall Repair Design

Name/Address of

Contractor: Van Note Harvey (Pennoni Division), 211 Bayberry Drive , Suite 2-E, Cape May Court House, NJ 08210

The change order is necessary because: (use additional pages if necessary to explain your reason and you must attach *documentation to support the necessity of this change order.

*(Documentation from contractor, engineer, etc.)

The department will require inspection services for this project. The department's internal inspection resources are projected to be utilized for other projects during the height of construction season.

Original Contract Amount:	\$ <u>17,900.00</u>
Amount of this change order:	\$ <u>17,350.00</u>
Previous Change Orders:	\$ <u>2,900.00</u>
Total Revised Amount:	\$ <u>38,150.00</u>

APPROVED BY: David J. Maillet
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 # C-04-00-000-2322-78001

CC: Purchasing Division

van note - harvey

211 Bayberry Drive, Suite 2-E
Cape May Court House, New Jersey 08210
609-465-2600 Fax: 609-465-8028
NJ Authorization #24GA28271300
www.vannoteharvey.com



van note - harvey associates

Since 1894

Sent Via Email

June 1, 2023

VNHA File: 45534-070-01

Mr. Rick Caudill, P.E., CME, Engineer
640 East Wood Street
P.O. Box 1508
Vineland, NJ 08362-1508

**RE: Proposal for Additional Engineering Services –
CONSTRUCION PHASE SERVICES
for Outfall Evaluation and Repair located at Sandwash on
Block 5202, Lots 44, 45, 46, 47, 48, 54, 55-60, 67-74 & Block 4406.5, Lots 61, 62, 63
as shown on City of Vineland Tax Map Sheets 44, 52, and 52.01
City of Vineland, Cumberland County, NJ**

Dear Rick,

Thank you for again considering Van Note-Harvey Division of Pennoni to perform the consulting engineering services needed for the construction phase of the project. It is my understanding that you will primarily need construction observation / inspection services with the possibility of submittal review as needed.

Based upon the above understanding, I have prepared this proposal covering a suggested scope of services and fees for your consideration.

SCOPE OF SERVICES

Construction Observation / Inspection Services:

- Full time inspection services during primary phase of construction as well as during punchlist tasks at the end of the project. The primary phase of construction is expected to be about three (3) weeks with a punch list phase of about one (1) week. For these tasks we have assumed 3 weeks at 8 hours per day (includes travel time) and 1 week (punch list phase) at 3 hours per day for a total of 135 inspection hours by a Senior Construction Observer.
- Attendance at Pre-Construction meeting, date to be determined. For this task we have allotted 3 hours, including travel time by the Senior Construction Observer.

Submittal Review / Contract Administration:

- Review submittals as required by City of Vineland Engineering Department. For these tasks we have allotted 4 hours for a Senior Project Coordinator (Senior Engineer).

Reimbursable Expenses:

- Reimbursables including but not limited to prints, overnight mail, mileage and other out of pocket expenses.

SCHEDULE

We are prepared to begin work on this project immediately after authorization to proceed. Our inspector will be in attendance at the pre-construction meeting, date to be determined, but likely within two (2) weeks of this proposal.

We propose to provide the above outlined scope of services to you as a lump sum fee of \$17,350 as follows:

Construction Observation / Inspection Services	\$15,525
Submittal Review / Contract Administration	\$1,025
<u>Reimbursables</u>	<u>\$800</u>
Total	\$17,350

ASSUMPTIONS

- a) The fees quoted and schedule indicated assume that this proposal will be accepted and returned within 30 days. If the proposal is accepted after this 30-day period, the fee and schedule may be subject to change.
- b) The services provided will address the regulatory requirements in effect on this date. Services required by new rules and regulations shall be considered additional services.
- c) The only services to be provided are as outlined in the Scope of Services above. Other unanticipated services including but not limited to any identification, delineation, or mapping of New Jersey Saltwater, Freshwater Wetlands or transition areas; Habitat assessments for Threatened & Endangered plant and wildlife species; and traffic studies, are not included. Any additional services that may become necessary that can be provided by Van Note-Harvey Associates and are authorized by you will be provided on an hourly basis in accordance with the Billing Rate Schedule provided below.
- d) The fees assume that all correspondence, plans, etc., relative to the project will be transmitted utilizing regular postal mail or email. Express mail, airborne, overnight mail or hand deliveries will be provided as a direct charge without markup.
- e) All work proposed herein is in accordance with VNHA's Standard Provisions of Agreement attached hereto and made a part hereof.
- f) No application fees for regulatory agency submissions or reviews are included in this proposal.

BILLING RATE SCHEDULE

(Effective January 1, 2023)

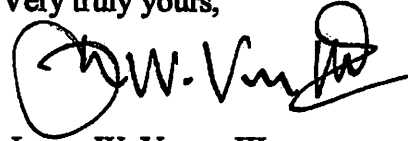
<u>JOB CLASSIFICATION</u>	<u>BILLING RATE/HOUR</u>
Sr. Principal	\$193.00
Principal	\$192.00
Sr. Project Coordinator	\$188.00
Project Coordinator	\$177.00
Sr. Project Manager	\$162.00
Project Manager	\$161.00
Sr. Project Engineer	\$156.00
Project Engineer	\$154.00
Engineer	\$127.00
Sr. Designer	\$125.50
Designer	\$119.50
Sr. Drafter	\$115.00
Drafter	\$101.00
Drafting Technician	\$ 75.00
Sr. Environmental Specialist	\$128.00
Environmental Specialist	\$121.00
Environmental Technician	\$ 84.00
Sr. Construction Observer	\$112.50
Construction Observer	\$106.00
Survey Supervisor	\$151.50
Chief of Survey Party	\$129.50
Transitperson	\$ 92.50
Rodperson	\$ 70.00
Sr. Survey Technician	\$135.00
Survey Technician	\$131.00
Survey D/P Technician	\$129.50
Landscape Architect	\$112.00
Sr. Hydrogeologist	\$146.50
Hydrogeologist	\$142.50
Sr. GIS Specialist	\$151.00
GIS Specialist	\$119.50
Executive Secretary	\$ 88.00
Sr. Technical Typist/Secretary	\$ 87.00
Technical Typist/Secretary	\$ 77.50
Admin. Assistant	\$ 77.50
Data Process. Supervisor	\$ 88.00
Data Process. Tech	\$ 87.00
2 Man Crew	\$222.00
3 Man Crew	\$292.00
1 Man PW Crew	\$187.50
2 Man PW Crew	\$331.50

***IN THE EVENT STATE/FEDERAL "PREVAILING RATE" REQUIREMENTS APPLY, ADJUSTED RATES WILL BE SUPPLIED**

We appreciate the opportunity to prepare this proposal and look forward to assisting you with this project. If the terms and conditions described above meet with your approval, please indicate your acceptance by signing this proposal letter on the line provided below. Return one (1) signed copy of this proposal letter to our office.

If you have any questions or want to modify any of the scope of services or terms or conditions, please do not hesitate to contact me.

Very truly yours,



James W. Verna, III
Principal Engineer, Office Director

ec: Brian Prohowich
Camille Fitzmartin
Julia Martella

ACCEPTED BY:

(Client)

(Date)

Please provide complete billing and contact information below.

(Name) _____

(Address) _____

(City, State, Zip Code) _____

(Phone No. with area code) _____

(Fax No. with area code) _____

(Email address) _____

VAN NOTE-HARVEY ASSOCIATES
STANDARD PROVISIONS OF AGREEMENT

1. CHANGES IN SCOPE OF SERVICES - All changes in project scope or design which are required by the CLIENT, architect, planner or reviewing agencies will be considered additional work. Unless a specific price is agreed to, in advance, and in writing, all project additional work will be billed on a time and material basis using Van Note-Harvey Associates (VNHA) standard per diem billing rate schedule, a copy of which will be supplied upon request.

2. PROJECT DELAYS - If VNHA is delayed at any time in the progress of service any specific project or activity by an act or failure to act or neglect of CLIENT or CLIENTS employees, consultants or any other party, or by changes in the scope of the work, by unforeseen circumstances including acts of force nature or without limitation fires, floods, riots, strikes, by foreign or domestic governmental acts or regulations, by delay authorized by CLIENT and not agreed to by VNHA, or by any cause beyond the reasonable control of VNHA, then the time for completion shall be extended, by mutual agreement. If the time for completion is extended for more than nine (9) months, the compensation will be increased automatically by fifteen (15) percent.

3. MINIMUM DESIGN TIME REQUIRED - Quoted fees assume that not less than the minimum time requirements for services under each item is provided. Accelerated scheduling (if accepted by VNHA) will require authorization of overtime fee premiums prior to commencement of services. Premiums will be determined by mutual agreement based on the actual schedule requested.

4. SERVICES BY OTHERS - VNHA prefers that all work outside our scope of services that will be performed by others be contracted directly to the CLIENT. In situations where the CLIENT insists that work by others be sub contracted by VNHA, it will be necessary for CLIENT to submit prepayment of subcontractor's fees plus fifteen (15) percent to VNHA prior to the commencement of work by others.

5. DOCUMENTS - Any reports, drawing, plans or other documents (copies) furnished to VNHA by the CLIENT shall, at CLIENTS written request, be returned upon completion of the Services hereunder, provided however that VNHA may retain one (1) copy of any such documents. VNHA owns the documents which it produces and client shall obtain prior written consent from VNHA for any other use of such documents not project related. Unless otherwise expressly agreed to in writing by the parties hereto, nothing in this Agreement shall be interpreted to prevent VNHA from application and use of any information learned by it from this project. Neither the CLIENT nor VNHA shall assign his interest in this agreement without the written consent of the other.

6. INSURANCE - VNHA is protected by Workmen's Compensation Insurance, and General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished on request. Within the limits of said insurance, VNHA agrees to save the CLIENT harmless from and against loss, damage, injury, or liability to the client caused by the negligent acts or omissions of VNHA's employees, agents and subcontractors and their employees and agents. If the CLIENT requires further insurance coverage, VNHA will obtain said coverage (if procurable) at the CLIENTS expense to protect VNHA and CLIENT, however, under no circumstances will VNHA be responsible for personal injury or property damage from any cause including fire and explosion beyond the amount and coverage of available insurance. In addition, VNHA shall be included as an additional and intended beneficiary under any hold harmless Agreements against third party suits between the CLIENT and contractor or any other third party including without limitation any other contractor or supplier and any contractor who may perform work or provide material in connection with any services performed by VNHA. The CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the CLIENT further agrees to defend, indemnify and hold VNHA harmless from any and all liability, real or alleged, in connection with the performance of work on this project, except to the extent caused by the sole negligence of VNHA in the performance of its professional services. VNHA will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities and no other warranties, express or implied, are made or intended in any of VNHA's proposals, contracts or reports.

7. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. VNHA and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. VNHA and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for VNHA to take immediate measures to protect health and safety. VNHA agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. VNHA shall have the right to take any and all measures that in VNHA's professional opinion are justified to preserve and protect the health and safety. In addition, CLIENT waives any claim against VNHA, and agrees to defend, indemnify and save VNHA harmless from any claim or liability for injury or loss arising from VNHA's discovery of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate VNHA for any time spent and expenses incurred by VNHA in defense of any such claim, with such compensation to be based upon VNHA's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS ON-SITE NOT OWNED BY CLIENT - In the event the project site is not owned by CLIENT, CLIENT warrants he has obtained all necessary permissions for VNHA to enter onto the site and conduct subsurface exploration activities. CLIENT must notify VNHA in writing should CLIENT discover the existence of hazardous wastes. CLIENT recognizes that it is his responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value, and this may spur the property's owner to institute action against VNHA. Accordingly, in such situations, CLIENT waives any claim against VNHA, and agrees to defend, indemnify and save VNHA harmless from any claim or liability for injury or loss of any type arising from VNHA's discovery of unanticipated hazardous materials or suspected hazardous materials on a site not owned by CLIENT. CLIENT also agrees to compensate VNHA for any time spent and expenses incurred by VNHA in defense of any such claim, with such compensation to be based upon VNHA's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

9. WETLANDS - State and Federal laws and regulations exist which govern work adjacent to and within wetland areas. Even unintentional violation of wetlands could result in an order to restore the property and/or fines at the expense of the owner/developer. It is the responsibility of the CLIENT to retain VNHA and/or other qualified consultant as necessary to determine the absence of, or extent of wetlands, if any, on site potentially affected by the project as the case may be in accordance with applicable laws and regulations prior to undertaking design. All revisions to the project required as a result of wetlands are not included in the fees quoted and will only be provided as an additional service.

10. INDEMNIFICATION - With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described previously and to the extent the same are not covered by the insurance maintained by VNHA, CLIENT shall defend, indemnify and hold harmless VNHA and its employees, independent professional associates, consultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of VNHA services under this Agreement including, but not limited to, VNHA professional negligence, errors or omissions.

11. CLIENTS REPRESENTATION - The CLIENT represents that it has insurance coverage and/or sufficient assets to fulfill the conditions of the indemnification provision of this Agreement.

12. CLIENT RELINQUISHMENT OF ANY CLAIM - The CLIENT agrees that it shall bring no claim for negligence, breach of contract, indemnity or otherwise against VNHA if such claim involves VNHA services as related to pollutants.

13. CONSTRUCTION CONTINGENCY - On every project inevitable errors may occur. VNHA suggests that the CLIENT provide a construction budget contingency of five to ten percent of the project construction cost to allow for mistakes that are made by the client, VNHA or the contractor.

STANDARD PROVISIONS OF AGREEMENT (cont'd.)

14. CLIENT'S OBLIGATION - To assist VNHA in performance of the Services hereunder CLIENT shall provide VNHA with all available material data and information in its possession pertaining to the specific project or activity, obtain knowledgeable legal counsel where necessary, consult with VNHA when requested, to convey and discuss materials, data, and information and permit VNHA reasonable access to CLIENT location(s) when necessary and at any reasonable time requested.

15. LIMITATION OF LIABILITY - For any damage on account of any error, omission or other professional negligence, our liability will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater. In the event that the CLIENT does not wish to limit our professional liability to this sum, we will waive this limitation upon the CLIENT signing and dating this paragraph in the space provided below and the CLIENT agrees to pay for this waiver an additional consideration of 4% of our total fee or \$400, whichever is greater, to provide one million dollars of professional liability insurance coverage.

Signature of CLIENT

Date

In the event the CLIENT initiates a claim against VNHA, at law or otherwise, for any alleged error, omission or other act arising out of the performance of VNHA professional services, and the CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by VNHA in defending itself against the claim.

16. INVOICES - Invoices for work performed will be submitted on a regular basis. Any comments or discrepancies concerning the charges on a given invoice or the quality of completeness of the services rendered, must be submitted in writing, within fourteen (14) days. If no such comments are received, the invoice will be considered correct and payment shall be due within thirty (30) days. Interest (or late payment charge) of 1.5% per month will be billed against each invoiced amount which has not been received within forty-five (45) days of the date of the invoice. At VNHA option, work may be stopped at this time. In the event that VNHA obtains the services of attorneys or collection agencies in order to collect any indebtedness owed by CLIENT hereunder, then CLIENT agrees to reimburse VNHA for all fees for such services, not to exceed 33-1/3% of the amount owed, for the collection of said indebtedness.

17. SURVEYING SERVICES - Surveying services which are included in this proposal will be provided with the following assumptions:

- a. Outbound/property line surveys do not include topography, wetlands delineation, stream encroachment lines, subdivision data, soil information, zoning/ordinance restriction, regulatory master plan data, information as to the developability or non-developability of the property or any other information unless specifically delineated as being included. The fee quoted assumes that the final survey will require normal research of the current individual property deed and the immediately adjoining property deeds only. Services in conjunction with research of deeds beyond those assumed would be an additional service.
- b. Topographic surveys do not include: individual tree locations, sub-surface utility information, outbound property information, easements, information as to the developability or non-developability of the property or any other information unless specifically delineated as being included. Aerial topographic survey will be provided by an independent aerial topographic firm. Ground control will be provided by VNHA. In accordance with aerial topographic mapping standards, the contours are only accurate within 1/2 the contour interval over 80% of the site. The Client must authorize ground topographic mapping of the project should greater accuracy be required.
- c. Existing Utility & Drainage/Sanitary System Surveys do not include: subsurface location or elevations of piping or structures which are not visible and accessible from the surface, easements, condition of piping and structures, capacity or adequacy of systems or any other information unless specifically delineated as being included.
- d. Construction Stakeout does not include: engineering design, grade sheets, as-built plans, project certifications or any other services unless specifically delineated as being included. It shall be the CLIENT/contractors responsibility to save and protect survey layout stakes and control points. Re-establishing stakes or control points will be considered additional services and invoiced accordingly.

18. SERVICES NOT INCLUDED UNLESS SPECIFICALLY DELINEATED -Fees quoted do not include the following: project topographic mapping, outbound survey mapping, tree locations, wetlands delineation, concept design, preliminary or final site or subdivision design, design or surveying of offsite improvements, completion of applications or preparation of application material,

application fees, environmental or community impact analysis, environmental health impact analysis, soils and geotechnical investigations, sample procurement and chemical analysis required, preparation of construction specifications or bid documents, construction engineering, construction observation, shop drawing review, construction surveying, as-built drawing, construction drawing, sanitary sewer, wet-lands or other permits, federal (wetlands or other) permits, county permits, earthwork analysis, estimates of probable costs, water or sewage pump station design, water or sewage treatment plant design, potable waterwell design, percolation testing or septic system design, preparation of Operation & Maintenance Manuals, amendment applications to existing ordinances, franchises, master plans or management plans, traffic studies or geometric design of intersections, attendance at project meetings or public testimony, job conference reports or any and all other services not specifically delineated as being included herein.

19. GOVERNING LAWS - This Agreement shall be governed and construed in accordance with the laws of the principal place of business of VNHA.

20. TERMINATION - Either party may terminate this Agreement upon seven (7) days written notice to the other party. Upon such termination, CLIENT shall pay VNHA for all Services performed hereunder up to date of termination. In addition, if CLIENT terminates, CLIENT shall pay VNHA the balance of any fee and/or costs and expenses incurred by VNHA prior to receiving notice of cancellation.

21. MINIMUM WAGE AND AFFIRMATIVE ACTION - VNHA agrees to act in compliance with the minimum wage laws and the affirmative action requirements of the United States and the State which governs this agreement.

ACCEPTED BY:

Client

Date
VNHA 12/2013