

RESOLUTION NO. 2024- 46

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1, TO CONTRACT NO. C23-0082 ISSUED TO NACOM COMPANIES, INC., RUNNEMEDE, NJ, IN THE AMOUNT OF \$7,820.86.

WHEREAS, the City Council of the City of Vineland, on May 9, 2023, adopted Resolution No. 2023-198, entitled “A RESOLUTION AWARDING A CONTRACT TO NACOM COMPANIES, INC., RUNNEMEDE, NJ FOR THE ELECTRIC UTILITY GARAGE DEMOLITION AND REPLACEMENT, IN THE AMOUNT OF \$641,000.00”; and

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

WHEREAS, the Director of Municipal Utilities has requested that an amendment be made to contract awarded to Nacom Companies, Inc., Runnemede, NJ for the Electric Utility Garage Demolition and Replacement, as authorized by Resolution No. 2023-198, said amendment is made necessary to provide for a topographical survey for storm water runoff; 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 said change order may be allowed under these regulations; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the amendatory supplemental change order for which authorization is requested in the amount of \$7,820.86; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said amendatory supplemental change order #1 to Contract No. C23-0082, issued to Nacom Companies, Inc., Runnemede, NJ, in the amount of \$7,820.86, be and the same is hereby ratified and approved.

Adopted:

President of Council

ATTEST:

City Clerk



February 6, 2024

TO THE MAYOR AND COUNCIL

Amendatory Supplemental Change Order No. 1
Contract No. C23-0082
Electric Utility Garage Demolition and Replacement
Nacom Companies, Inc., Runnemede, NJ

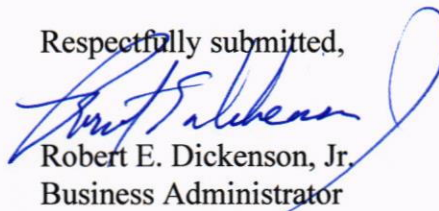
We are requesting an amendatory supplemental change order to Contract No. 23-0082, issued to Nacom Companies, Inc., Runnemede, NJ, for the Electric Utility Garage Demolition and Replacement. This contract was authorized by Resolution No. 2023-198, adopted by City Council on May 9, 2023.

The change order requested, in the amount of \$7,820.86, will provide for a topographical survey for storm water runoff.

This change order #1 represents an increase of approximately 1.22% over the original contract amount of \$641,000.00.

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:

Electric Utility Garage Demolition and Replacement

PROJECT NAME

TO: BUSINESS ADMINISTRATION

DEPARTMENT: Electric Distribution

FROM: John Lillie

This is a request for change order # 1 to Contract # C23-0082 for:

Project Name Electric Utility Garage Demolition and Replacement

Name/Address of

Contractor: NACOM Companies, Inc. 710 Irish Hill Road Runnemede NJ 08078

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.)

Provide Topographic Survey for storm water runoff

Original Contract Amount:	\$ <u>641,000.00</u>
Amount of this change order:	\$ <u>7,820.86</u>
Previous Change Orders:	\$ <u>0</u>
Total Revised Amount:	\$ <u>648,820.86</u>

APPROVED BY: John Lillie
Print/type

John Lillie
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 # 4-05-55-512-9003-52000-E361

CC: Purchasing Division



NACOM Companies, Inc

Construction Management - Commercial/Industrial Construction Services

January 9, 2024

John Lillie
Director of VMU
640 E. Wood St.
Vineland NJ 08360

Re: Vineland Electric Garage Demo & Replacement Contract # C23-0082
CO#1 Survey to establish grading plan.

Mr. John Lillie

NACOM Companies Inc (NCI) is pleased to present our proposal in the amount of \$7,820.86 for providing a topographical survey for a 30 ft perimeter outside of the new building foot print. After discussion with all parties our surveyor will use this to establish a grading design to ensure water flows away from the building.

If you have any further questions or need clarification, please feel free to contact me.

Thank you for your time and attention in this matter.

Chris Baldwin
Sr. Project Manager
NACOM Companies Inc
710 Irish Hill Road
Runnemede, NJ 08078
O: 856-402-2005
C: 856-676-6614

chrisb@nacomco.com

Patterson Surveying & Engineering

PSE TERMS & CONDITIONS

STANDARD OF CARE:

All land surveying/civil engineering services performed by *Patterson Surveying & Engineering*, hereinafter referred to as *PSE* shall be conducted with the same level and skill exercised by members of its profession practicing in the same location at the same date and under similar conditions. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by *PSE* during the completion of its services under this Agreement.

SCOPE OF SERVICES:

For the fees defined under this Agreement, *PSE* shall perform the services specifically described in Exhibit A. Any services required, not described in Exhibit A, shall be performed only in accordance with the additional scope and fees outlined in a written agreement signed by both *PSE* and Client. Under no circumstances is *PSE* required to perform any additional services until a written agreement covering these services is finalized. In addition, if the overall project or *PSE's* services are suspended by Client for more than 60 calendar days, Client is deemed to be in default under this Agreement and *PSE* may terminate this Agreement or may renegotiate its total fees required to complete its services.

Unless specifically included under the scope of services described in Exhibit A, neither *PSE* nor its subconsultants (if any) shall assume any liability for the following:

- Construction means and methods (including monitoring or inspections of any kind)
- Project scheduling
- Budgeting, quantity opinions, or cost estimates
- Construction management
- Permitting
- Geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface)
- Identification or advice pertaining to any hazardous conditions, including but not limited to asbestos, petroleum, radioactive materials, hazardous waste, wetland delineation or other environmentally sensitive areas
- Environmental Site Assessments
- Job site safety or OSHA compliance
- Compliance with the Americans with Disabilities Act of 1990 (ADA)

RIGHT OF ENTRY & PERMITS:

Client agrees to provide *PSE* with all access and right of entry to the site to perform its services in a timely manner. All necessary permits and permission to access the site shall be the sole responsibility of the Client.

APPROVALS:

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside of *PSE's* control. *PSE* does not guarantee approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline based on said approvals.

INDEMNIFICATION:

PSE and Client each agree to indemnify the other (including their respective owners, officers, employees, agents and representatives) from all claims, including reasonable attorney's fees, arising out of and to the extent caused by the other party's negligence. In addition, Client agrees to indemnify *PSE*, including reasonable attorney's fees, for any and all claims arising from work performed by any third party hired by the Client or resulting from any outside information provided by Client to *PSE* which was incorporated into the *PSE's* services.

Patterson Surveying & Engineering

INSURANCE:

PSE shall carry throughout the performance of its services under this Agreement, the following insurance coverage:

- Commercial General Liability – Limit of \$1,000,000 per occurrence, \$2,000,000 aggregate
- Automobile Liability (including coverage for hired & non-owned autos) – Limit of \$300,000 per occurrence
- Professional Liability – Limit of \$250,000 per claim.

RISK ALLOCATION:

To the fullest extent allowed by law, *PSE*'s total liability to the Client for all claims arising from this project or under this Agreement shall not exceed the total amount of *PSE*'s fees listed in this Agreement or \$50,000, whichever is less.

OWNERSHIP OF DOCUMENTS AND ASSIGNMENT:

Client acknowledges that all documents, drawings, reports or correspondence of any kind relating to *PSE*'s services under this Agreement are specific to this project, the Client, and this Agreement. Client agrees to indemnify *PSE* for any and all claims, including reasonable defense costs, arising from the Client's assignment, reuse, modification or misuse of *PSE*'s work without *PSE*'s prior written consent. Under no circumstances may the Client assign, transfer, or sublet its rights under this Agreement to any other party without first receiving the express written consent of the *PSE*.

COMPENSATION:

Upon receipt of an invoice from *PSE* for services as described in Exhibit A, Client shall pay the invoice, in its entirety within 30 calendar days. In the event that Client disputes the invoice, it must notify *PSE*, in writing, within 7 calendar days from the date of the invoice. Interest shall accrue on any balances uncollected after 30 days at a rate of 1.5% per month. In the event that the Client fails to pay within the initial 30 day period, Client is deemed to be in default of this Agreement and *PSE* may immediately stop work and withhold all project deliverables until the balance due, including any accrued interest, is paid in full.

Client shall also reimburse *PSE* for all collection costs, including but not limited to legal or collection agency fees, court costs, travel and other related expenses. Client's obligation to pay all collection costs shall survive this agreement.

FRIVOLOUS SUIT OR COUNTERCLAIM:

In the event the Client makes a claim (or counterclaim) or brings an action against the *PSE* for any act arising out of the performance of the services hereunder, and the Client fails to prove such a claim or action, then the Client shall pay all legal and other costs incurred by *PSE* in defense of such claim or action.

TERMINATION & ALTERNATIVE DISPUTE RESOLUTION:

Either Client or *PSE* may terminate this agreement, without cause, after providing the other party with 30 days written notice.

In the event that Client believes it may have a reason to terminate *PSE* for cause, it must first cite its reasons, in writing, then provide *PSE* with 10 calendar days, following receipt of notice, to cure its default.

In the event that *PSE* fails to cure its default, Client may terminate this Agreement

In the event of any termination, regardless of cause, Client shall immediately pay *PSE* all outstanding fees, including reimbursable expenses due to *PSE*, due through the date of termination.

In the event of an unresolved claim or fee dispute arising under this Agreement, Client and *PSE* shall submit to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. In the event that mediation shall not settle any outstanding dispute, then dispute shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.

Patterson Surveying & Engineering

Daniel J. Patterson, P.E.L.S.
Owner - Patterson Surveying & Engineering, LLC
January 8, 2024

Chris Baldwin
Sr. Project Manager
NACOM Companies, Inc
710 Irish Hill Road
Runnemede, NJ 08078
chrisb@nacomco.com

Dear Chris:

This proposal outlines the itemized scope of work you requested regarding additional surveying and engineering services for your project at The Vineland Electrical Garage. Any additional, relevant information is to be provided prior to fieldwork commencing if possible.

State: New Jersey
County: Cumberland
Municipality: Vineland
Lot: 1
Block: 2901

EXHIBIT A (SCOPE OF SERVICES)

1. Topographic surveying will be performed around the new garage facility and surrounding area.
2. Grading design will be prepared to tie the new garage facility into the existing site. Work is being limited to the areas around the new garage facility and adjacent parking lot areas.

COSTS AND PROFESSIONAL FEES

- | | |
|------------------------------------|--------------|
| 1. Limited topographic survey..... | \$3,100.00 * |
| 2. Grading design..... | \$1,928.00 * |

Total Fee..... \$5,028.00 *

*These quotes are valid for 15 Days

