

RESOLUTION NO. 2024- 362

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH J.W. PEDERSEN ARCHITECT, VINELAND, NJ FOR ARCHITECTURAL/ENGINEERING WORK IN CONNECTION WITH THE LANDIS THEATER RENOVATIONS IN THE AMOUNT NOT TO EXCEED \$133,000.00.

WHEREAS, the City Council of the City of Vineland has adopted Resolution No. 2023-41, a Resolution pre-qualifying certain firms to submit proposals for as needed Architectural and Engineering Consulting Services; and

WHEREAS, the City of Vineland is in need of Architectural/Engineering Work in connection with the Landis Theater Renovations: (Brewery- Conversion of Existing Restaurant into Wander Back Beerworks), (Theater- Addition of Mezzanine above the Theater Lobby); and

WHEREAS, the Director of Economic/Community Development has recommended that a contract for the required services be awarded to J.W. Pedersen Architect, Vineland, NJ, in accordance with Professional Services Contract No. C24-0010 and the JWPA proposal, pursuant to a fair and open process; and

WHEREAS this contract is awarded in an amount not to exceed \$133,000.00; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

1. NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said contract be awarded to J.W. Pedersen Architect Vineland, NJ, for Architectural/Engineering Work in connection with the Landis Theater Renovations Project in accordance with Professional Services Contract No. C24-0010 and in accordance with the JWPA proposal, pursuant to a fair and open process, in an amount not to exceed \$133,000.00.

Adopted:

---

President of Council

ATTEST:

---

City Clerk



REQUEST FOR RESOLUTION FOR CONTRACT AWARDS UNDER  
40A:11-5 EXCEPTIONS  
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)

1. GOODS OR SERVICES (DETAILED DESCRIPTION): Landis Theater Renovations - Conversion of existing restaurant into Microbrewery and addition of Mezzanine above the Theater Lobby.

2. TYPE:  RFP  RFQ NUMBER: \_\_\_\_\_

NON-FAIR & OPEN (PAY TO PLAY DOUCMENTS REQUIRED)  
 FAIR & OPEN: HOW WAS RFP ADVERTISED? C24-0010 Res 2023-41

3. AMOUNT TO BE AWARDED: \$133,000.00  
 ENCUMBER TOTAL AWARD  ENCUMBER BY SUPPLEMENTAL RELEASE

4. BUDGETED ITEM:  YES  NO ACCOUNT NUMBER: G-02-57-881-2021-45006

5. CAPITAL ORDINANCE:  YES  NO ORDINANCE NUMBER: N/A

6. TRACKING ID(S): \_\_\_\_\_ COMMODITY CODE(S): 906

7. CONTRACT PERIOD (IF APPLICABLE): N/A

8. DATE TO BE AWARDED: August 13, 2024

9. RECOMMENDED VENDOR NAME AND ADDRESS: J.W. Pedersen Architect 1199 E. Park Avenue Vineland, NJ 08360

10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDE ADDITIONAL INFORMATION FOR COUNCIL):  
Previous architect for the property.

11. EVALUATION PERFORMED BY: Sandy Forosisky, Director Economic/Comm. Development x4623  
(NAME, TITLE AND EXTENSION NUMBER)

12. APPROVED BY: Sandra Forosisky  
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)

13. ATTACHMENTS:  AWARDDING PROPOSAL  OTHER: \_\_\_\_\_

J.W.  
**PEDERSEN**  
**ARCHITECT**

July 17, 2024

Ms. Sandy Forosisky  
Director of Economic & Community Development  
640 E. Wood Street, P.O. Box 1508  
Vineland, NJ 08362-1508  
Email: [sforosisky@vinelandcity.org](mailto:sforosisky@vinelandcity.org)

**RE:        *Landis Theater Renovations***  
***BREWERY - Conversion of Existing Restaurant into Wander Back Beerworks***  
***THEATER - Addition of Mezzanine above the Theater Lobby***

The owner is planning to complete various renovations to the Landis Theater Complex in Vineland New Jersey as described below. This proposal contains a Background, Planned Project Description, Selected Project Details, Summary, Proposed Scope of Services, Fee Proposal and Exclusions.

**BACKGROUND**

The Landis Theater is an existing theater and entertainment complex located at 830 Landis Avenue in Vineland, New Jersey. The original building was completed in one phase but consisted of 2 primary parts. These are the Landis Theater (west side, one story with partial basement and partial balcony) and the Mori Building (east side, two stories with small partial basement)

In 2010 the building was completely renovated and added to by a private developer as part of a local redevelopment project. JWPA was the Architect for this project. The building was a shell at the time of the renovation. As part of the renovation, all new building systems were installed. A 2-story addition was constructed at the rear of the Mori Building. Mezzanines were added in the 1<sup>st</sup> floor of the Mori Building and the theater balcony was renovated. Additionally, the theater stage was reconfigured.

Prior to COVID the building was sold to a private individual. This new owner made various changes to the building. Currently the building is undergoing a transfer of ownership. The building currently contains (5) primary function areas. These include:

1. Theater – Capacity of approximately 800 with support spaces. Primary use is for musical acts. Original theater plus the addition to the Mori building.
2. Night club - 2<sup>nd</sup> floor of Mori Building and part of the addition.
3. Restaurant - Most of the 1<sup>st</sup> floor of the original Mori Building.
4. Single Residence - Rear 2<sup>nd</sup> floor Mori addition – conversion by current owner.
5. Office Suite - Front of 2<sup>nd</sup> floor of the Mori Building.

1199 E. Park Ave.  
Vineland, NJ 08360

e-mail: [info@jwparch.com](mailto:info@jwparch.com)  
[www.jwparch.com](http://www.jwparch.com)  
NJ License: 21AI01009000

tel: 856.692.5622  
fax: 856.692.0585

**PLANNED PROJECT DESCRIPTION**

The ownership of the building is to be changed. As part of this change it has been determined various changes to the building are necessary to make the building more financially viable. These changes consist of 2 primary work projects – BREWERY and THEATER

1. **BREWERY** - Change the Restaurant (first floor of the original Mori Building) into a production Brewery with Tasting Room. This facility will be operated by Wander Back Beerworks and will be a tenant separate from the Theater/Nightclub/Residence/Office tenant.
  - a. The brewery is intended to operate as a low Hazard Industrial Use.
  - b. The operator plans to utilize a nearby building on a separate site for storage of various materials.
  - c. The bar will become a tasting room and this area of the building will continue as its current use group.
  - d. Per the NJ Rehabilitation subcode the F2 use is a lower relative hazard use than the existing A uses and thus no fire separation is required between the new use and the existing.
2. **THEATER** – With the loss of the restaurant/bar it will be imperative to provide additional public space within the theater for food and beverage sales/consumption.

The primary scope of these changes has been illustrated on design development drawings prepared by JWPA dated 6-17-2024. As further investigation is completed and additional information is developed, the scope could evolve. Additionally, it is assumed the project as shown may exceed the planned project budget. Various items as shown may or will be indicated as add Alternates. During a more detailed review of the building, various necessary and recommend improvements to the building separate from the primary project may become part of the project.

Both of these projects will be constructed as one construction contract. The project will be publicly bid and will be subject to prevailing wages. Various work items will be separately contracted by the tenants and the new owner.

**SELECTED PROJECT DETAILS** (subject to adjustment)

1. **BREWERY**–

Renovation work for conversion to a production brewery will include:

- o INTERIOR RELATED
  - New sloped concrete floors
  - Reconfiguration of mezzanines
  - New mezzanines
  - Possible overhead grain handling hoist beam
  - Ceiling support from existing structure
  - Possible overhead pipe supports
  - Shoring
  - Other
  - Modify existing roof drains in brewery area
  - New women’s toilet room
  - Seal door between restaurant and the theater lobby
  - Retain restaurant egress door thru front stairwell
  - Separate gas and water utilities of brewery from the remainder of the building.
  - Updated electrical, plumbing and electrical work
  - Retain

- Existing bar area
  - Portion of existing dining room
  - Men's toilet room
  - Interior handicap ramp
- EXTERIOR RELATED
    - Service court with yard
    - Improved outside tasting area and landscaping
    - Roof work related to removal or modification to existing restaurant systems and installation of new equipment and venting
    - Storefront and door work
  - BREWERY RELATED
    - Cooler with refrigeration
    - Gas, water, drainage plumbing systems
    - Miscellaneous sinks in work area
    - Lighting
    - Ventilation
    - Etc.

**BREWERY - OWNER SUPPLIED WORK – (working list, owner is a very experienced brewer and intends to purchase mostly used equipment)**

Items supplied and installed by tenant with certain utility/structural/architectural support as part of this contract:

- Brewhouse
- Brewery boiler with supply piping (assumed 15-20 HP)
- Brewery glycol system
- Maturing/Conditioning and Fermentation tanks with piping systems
- Grain systems
- Storage systems
- Packaging systems
- Air compressor system
- Bar improvements including tap systems
- Furniture
- Signage (external illuminated)
- Low voltage systems ALL other than fire alarm
  - Brewery related fire alarm work that WILL BE part of the contract bid work:

**2. THEATER**

Addition of a new mezzanine above the theater lobby will include:

- INTERIOR RELATED
  - Selective demolition as required
  - Installation of new floor framing. Assumed deck will be not be concrete to minimize possible damage to the existing lobby.
    - To complete this work, it is assumed the theater will need to be closed for a period of 2 to 3 weeks to allow this portion of the work to be completed.
  - New walls and finishes
  - Plumbing rough ins
  - Revised and updated Mechanical systems

- EXTERIOR RELATED
  - Roof top mechanical system adjustments as required.

**THEATER - OWNER SUPPLIED WORK:**

- Bar and bar systems (sinks, refrigeration, dispensers, etc.)
- Low voltage systems other than fire alarm

**SUMMARY**

The work of this proposal will include Architectural, Structural, Mechanical, Electrical, Plumbing and Fire Protection design and engineering. JWPA will engage MEP and Structural Engineers to assist in completing the design and documentation work. The work will primarily be limited to the specific work areas delineated. As much as practical the utility systems of the Theater and Brewery will be separated however certain portions of these services may need to be shared or overlap. As has been discussed the current residential use of the building will be discontinued.

This proposal does not include the costs incurred for the completed work for the Brewery that was to be located on 7<sup>th</sup> street in Vineland.

At this time Site Civil Engineering, Site Survey and Site Environmental Engineering are not included in this proposal. These services will be addressed separately.

**PROPOSED SCOPE OF SERVICES**

**Schematic Design**– J.W. Pedersen Architect will meet with the Tenants and their designated representative(s) for the purposes of finalizing of the proposed building program and design.

**Construction Documentation** – Based upon the approved Schematic Design Documents, this phase will be completed. Documents will build upon the work of the previous phase and will include details for bidding, permitting and construction. Documents will include floor plans, sections, elevations, details, finish plans and layouts, project specification, etc.

**Bidding and Negotiation** –The fee proposal below assumes the project will be competitively bid. During this phase we will assist the owner in soliciting and evaluating construction bids for the project.

**Construction Administration** –

JWPA will perform the following services during construction

- Conduct kick off meeting
- Attend every two-week construction meetings (expected construction duration of 7 months)
- Review shop drawings
- Review pay applications
- Review change orders
- Answer RFIS
- Conduct Project close out services.

**FEE PROPOSAL:**

**Architectural/MEP/Structural Engineering-Lump Sum**

**\$133,000.00 (One hundred and thirty-three thousand)**

Thank you for the opportunity to submit this proposal for your project. Please feel free to call me with any questions you may have concerning this proposal. We look forward to the opportunity of serving you on this project and thank you for your consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John W. Pedersen". The signature is fluid and cursive, with a long horizontal stroke at the end.

John W. Pedersen, RA

**ADDITIONAL PROPOSAL ITEMS /ADDITIONAL SERVICES (if required):**

Should additional services be required or desired, our office can proceed on a T&M basis; these would either be negotiated beforehand or would be charged at the following hourly rates:

**2024 FEE SCHEDULE:**

**Office Staff/Hourly Rates**

Principal	\$175.00	Project Manager	\$150.00
Project Designer	\$85.00	Draftsperson	\$65.00
Clerical	\$50.00		

**REIMBURSABLE EXPENSES:**

All prints and printing costs shall be a reimbursable expense at 20%.

**EXCLUSIONS**

Any work not specifically mentioned above or beyond scope of this proposal or original proposal is not included in our proposal. Assistance and service for certain of these items can be provide if desired. Our exclusions include but are not limited to:

Additional Site Related – Civil engineering, water flow test, on-site water storage, site survey, site safety, site lighting, geotechnical investigation, location of ground water, site grading, driveways and exterior paving, civil engineering, site storm drainage, zoning approval, sewer system design, grease interceptor, domestic water or gas booster, electrical fire pump connection or fire pump, well system design, wetlands delineation, flood zone determination and delineation, sub-surface drainage, any system design beyond 5’ from building.

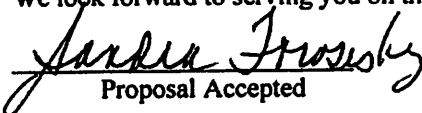
Additional Building Related – Cost estimates/budgeting, LEED/energy star design, hazardous materials detection or remediation, MEP-HVAC engineering or system design for contagion control other than those noted in this proposal, commercial kitchen, equipment, structural engineering, special foundation systems, special studies, fire suppression, engagement of consultants for more detailed system analysis, changes to work after approval of schematic design, renderings, etc.

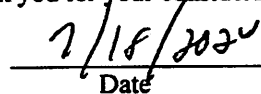
Additional Construction, Contract and Bid Related – Detailed construction administration, conformance drawings, as-builts, payment application review, contract preparation, change order review, construction supervision, value engineering changes, site visits other than those listed, shop drawing review.

**TERMS AND CONDITIONS/PROFESSIONAL ARCHITECTURAL SERVICES**

1. This proposal shall remain valid for thirty (30) days from date of writing. We reserve the right to modify or cancel this proposal beyond that time.
2. Invoices may be submitted monthly with payment due upon receipt. Upon delivery of signed & sealed documents all outstanding balances shall be due. Any balance which shall remain outstanding for more than 45 days, may be subject to interest charges of 1 ½% per month.
3. Either party may choose to terminate this agreement at any time, for any reason. Such a separation shall be done in writing. In the event of any termination, client agrees to pay J.W. Pedersen Architect for all services rendered to the date of termination, all reimbursable expenses and all reimbursable termination expenses.
4. The Design Professional’s obligation regarding the Client’s defense and duty to defend only includes a reimbursement of reasonable attorney’s fees and expenses recoverable under applicable law. Such obligation is only to the extent that costs are incurred due to the Design Professional’s negligent act, error or omission.
5. The client agrees to indemnify, hold harmless, and defend J.W. Pedersen, Architect, P.C. and any and all of its affiliates, employees from and against all loss, injury, and legal liability.

If you find this proposal acceptable, please sign the attached copy of this proposal and return it to our office. Please feel free to call me with any questions you may have concerning this proposal. We look forward to serving you on this project and thank you for your consideration.

  
Proposal Accepted

  
Date