

RESOLUTION NO. 2015-159

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 5 TO CONTRACT NO. RES11-229, ISSUED TO ART ANDERSON INC., VINELAND, NJ.

WHEREAS, the City Council of the City of Vineland, on June 14, 2011, adopted Resolution No. 2011-229, entitled "A RESOLUTION AWARDED A CONTRACT TO ART ANDERSON INC., VINELAND, NJ FOR THE CONSTRUCTION OF NEW VINELAND FIRE STATION 1"; and

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

WHEREAS, a reduction change order has been requested for contract awarded to Art Anderson Inc., Vineland, NJ for the Construction of New Vineland Fire Station 1, as authorized by Resolution No. 2011-220; said change order is necessary to reflect deductions of unused balances on the contract allowances and for liquidated damages for additional Architectural Fees; 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; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said amendatory supplemental change order to Contract No. RES11-229, issued to Art Anderson Inc., Vineland, NJ, to reflect a **reduction** of the contract amount by \$38,152.00, be and the same is hereby ratified and approved.

Adopted:

President of Council

ATTEST:

City Clerk



April 7, 2015

REPORT

TO: THE MAYOR AND COUNCIL

RE: Amendatory Supplemental Change Order No. 5
Contract No. RES11-229
Construction of New Vineland Fire Station 1
Art Anderson Inc., Vineland, NJ

Dear Mayor and Members of Council:

We are requesting that an amendatory supplemental change order be issued for Contract No. RES11-229, issued to Art Anderson Inc., Vineland, NJ for the Construction of New Vineland Fire Station 1. This contract was authorized by Resolution No. 2011-229, adopted by City Council on June 14, 2011.

The change order requested will reflect deductions for unused balances on the contract allowances and also for liquidated damages for additional Architectural Fees. This change order will **reduce** the contract by \$38,152.00, decreasing the revised contract amount from \$2,613,310.44 to \$2,575,158.44.

Attached is a summary showing previous change orders approved to the contracts for this project.

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,

A handwritten signature in blue ink, appearing to read "Robert E. Dickenson, Jr.", is written over the typed name.

Robert E. Dickenson, Jr.
Assistant Business Administrator

RD/wr
Encl.

Co. No. 1 Fire Station – 810 E. Chestnut Avenue

Contractor: Arthur Anderson, Inc., Vineland, NJ

Original construction contract (awarded June 2011) amount: \$2,574,700

Change order #1 15,120

Included:

Add changes: addition of spare conduit for communication system redundancy and removal of bad soils (City recouped this cost from demolition contractor)

Deduct changes: change in acoustic ceiling tile and deletion of perimeter foundation waterproofing

Change order #2 45,218

Included:

Deduct Changes: Deletion of back lighting for sign lettering, deletion of sun shades, deletion of lockers, deletion of paper towel dispensers, credit for change in floor in Rooms 301 and 303, and lighting credit – one pole

Add Changes: Metal line panel – east interior wall; removal and replacement of additional bad soils; vinyl fence, ridge vent holes, card reader changes, data wiring, and security wiring

Change order #3

Included:

Additional electrical work, two additional downspouts and boots and change in color of downspouts and boots \$19,772.44

Offset by liquidated damages*

9/1/12-12/31/12 20,750.00

1/1/13-1/31/13 5,500.00

(6,477.56)

*\$250.00 per day

Total \$2,628,560.44

Change order #4

Deduct – liquidated damages

7/1/13-9/1/13 \$250.00 per day x 61 days =

(15,250.00)

Total \$2,613,310.44

Reid Wanda

Change Order #5

From: Tosto Roxanne
Sent: Monday, March 16, 2015 10:38 AM
To: Tonetta Richard; Dickenson Bob; Pagnini Robert
Cc: Lewis Yvonne; Rios Miriam; Reid Wanda; Rieck Paula
Subject: RE: Anderson Contract

Everyone,

As a result of today's meeting with Steve Anderson the following is the close out of Fire Station 1 Project.

City and Steve Anderson agreed on the final payment of \$25,736.73.

ADMINISTRATION is responsible for the following tasks:

A change order that must go before City Council in the amount of :

Change Order # 6 per Architect.(Our change order # 5)	- \$33,777.00
From 2014 never processed by the City	
Adjustment for Agreed upon additional Architectural Fees	- 4,375.00
Total	- \$38,152.00

This will make all transaction agree and adjust the balance due to the correct total.

Requisition needs to be processed by Administration for \$25,736.73. I will bring over the voucher.

PURCHASING is responsible for:

At the end of 2014 we were instructed to do a change in the contract amount for Anderson in the amount of \$23,010 for architectural fees. This came as the result of instruction from Denise Monaco, Business Administrator. So an adjustment was made between the Art Anderson contract and the Rodier Ebersberger Architects. This was never processed officially as a change order to the Anderson contract through council. After further review by the City's Solicitor, it was determined that only \$4,375 should be charged against the Anderson Contract. So the following net change order should be processed through the system once approved by council:

Change order #5	- \$33,777.00
Architectural Fee	- 4,375.00
Sub-Total	-\$ 38,152.00
Change order processed	23,010.00
Net	-\$15,142.00

Current balances

025-0-00-50-5001-2-6142300	\$15,120.00
021-0-00-00-0000-2-5518001	\$25,758.73
Total	\$40,878.73
Net Change order from above	-15,142.00 <i>12-002797</i>
Balance to be Paid	\$25,736.73

This should correct everything.

Thank You,
Roxanne

Roxanne B. Tosto
Director of Finance/CFO/Comptroller
City of Vineland
640 E. Wood Street
P.O. Box 1508
Vineland, New Jersey 08362-1508
Phone 856-794-4000 ext 4640
Fax 856-405-4605

From: Tonetta Richard
Sent: Friday, March 13, 2015 5:03 PM
To: Dickenson Bob; Tosto Roxanne; Pagnini Robert
Subject: Anderson Contract

All,

I have reviewed the vouchers submitted by the architect in the above matter which totaled \$23,010. The first invoice, dated December 17, 2013 is for 10 hours identified as 4th punchlist inspection. The reference is to section 13.8 of the contract. I am enclosing a copy of that section of the contract which indicates the portion of the architects services that contractor must pay for at subsection to it specifies that the contractor will pay for excessive inspections which is defined as anything more than 3. This first invoice is a 4th punchlist inspection and therefore I believe that the 10 hours is justified the next bill is dated February 14, 2014 412 hours and simply indicates an additional services reinspection. I cannot justify this bill to the contractor is much as I do not know whether this was the 4th 3rd, 2nd inspection. The next bill is dated February 14, which states it is for additional engineering services, and an inspection meeting. I do not see where the architect is referencing the bill should be paid by the contractor and I would agree that there is nothing in the contract that would reference the contractor's responsibility to pay. The next invoices. April 16, 2014 and indicates that the bill is for punchlist re review review of credits from Art Anderson and review of additional Anderson work items. The only item that I can determine, should be chargeable to the contractor is the punchlist re-review. As this does not specify the number of hours I will assume that it amounts to 10 hours as did the 4th inspection from December 17, 2013. The next invoices dated May 14, 2014 and indicates it is for change orders accounting and partial payment review. Again, I do not see why these 3 items should be charged to the contractor and not part of the architect's contract with the city. The next invoice is dated August 14, 2014. Of the additional services listed the only one that I could justify charging to the contractor is 6 hours for punchlist reinspection. I do not know why we are being charged for other things such as change order calculation documentation is out documents review or partial invoice release, but clearly it does not appear to be a contractor responsibility. The final invoices dated October 16, 2014. Again, the services include a punchlist review for 9 hours, and the balance of the items do not appear to be anything chargeable to the contractor in accordance with the contract attached. The short of it is the only items I can clearly identify as being the responsibility of the contractor are 35 hours at \$125 an hour for a total of \$4375. I would ask everyone else to take a look at the numbers as well as the bill submitted by the architect.

Richard P. Tonetta, Esq.
Solicitor, City of Vineland
640 E. Wood Street
P.O. Box 1508
Vineland, NJ 08362-1508
(856) 794-4000 Ext. 4600
Fax: (856) 405-4632
Email: rtonetta@vinelandcity.org

From: Steven Anderson <aaiemail@aol.com>
 To: dmonaco <dmonaco@vinelandcity.org>
 Subject: Re: Contract Balance
 Date: Tue, Nov 26, 2013 12:01 pm

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Denise: Thank you for the contract balance info- The amount of \$89,658.10 agrees with our records. To reach the final outstanding amount, we must deduct the unused balances on the contract allowances, as follows:

	Allowance amt.	Used	Balance	
Contingency	\$ 15,000.00	\$ 9,175.00	\$ 5,825.00	+ 3500 - = 9325-
Hardware	\$ 50,000.00	\$ 30,016.00	\$ 19,984.00	
Testing	\$ 10,000.00	\$ 10,000.00	0	
Str. Steel	\$ 9,100.00	\$ 4,632.00	\$ 4,468.00	
Totals	\$ 84,100.00	\$ 53,823.00	\$ 30,277.00	(33777-) col

Contract balance \$ 89,658.10

less ~~30,277.00~~ 33777- col Pd 6/21/14 17.63
 Balance due \$ 59,381.10 55881.10 6/16/14 25758.74

2/27/15
 balance
 \$ 30111.73

There appears to be a discrepancy in the amount billed for the hardware allowance. The approved amounts charged to this item are:

Commercial Door	\$ 21,180.00
COR14(w/o markup)	613.00
COR 7 rev2	8,223.00
Total	\$30,016.00

The line item on the bill only shows \$28943.00 - we will adjust on final bill, adding the amount of \$1073.00. Also, we will include \$3500. for Clearing and \$2000. for Backflow Preventer to the Contingency Allowance line item, since that has been approved and not billed previously.

Please review and advise if there are any discrepancies in these numbers. If we do not hear from you by Monday, December 2, we will prepare the final billing in accordance with this accounting.

Beverly Anderson, for
 Steven Anderson
 aaiemail@aol.com

-----Original Message-----

From: Monaco Denise <dmonaco@vinelandcity.org>
 To: aaiemail <aaiemail@aol.com>
 Sent: Mon, Nov 25, 2013 2:45 pm
 Subject: Contract Balance

Accounts Payable did confirm balance of contract is \$89,658.10.

Denise Monaco
 Assistant Business Administrator
 City of Vineland
 P.O. Box 1508
 Vineland, New Jersey 08362-1508
 Phone: 856-794-4000, ext. 4142
 Fax: 856-405-4601
 E-Mail: dmonaco@vinelandcity.org



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AIA Document G701™ - 2001

Change Order

PROJECT: (Name and address)
New Vineland Fire Station
City of Vineland
640 E. Wood Street
Vineland, NJ 08360

CHANGE ORDER NUMBER: Six - AAI
DATE: May 6, 2014
ARCHITECT'S PROJECT NUMBER: 2901

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

TO CONTRACTOR: (Name and address)
Art Anderson, Inc.
251 East Sherman Avenue
Vineland, NJ 08360

CONTRACT DATE: June 14, 2011
CONTRACT FOR: General Construction

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Credit for unused portions of allowances:

Contingency Allowance:	9,325.00
Hardware Allowance:	19,984.00
Testing Allowance:	0.00
Structural Steel Allowance:	4,468.00
Total Credit:	(\$ 33,777.00)

The original (Contract Sum) (Guaranteed Maximum Price) was \$ 2,574,700.00

The net change by previously authorized Change Orders \$ 38,610.44

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ 2,613,310.44

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) (\$ 33,777.00)

by this Change Order in the amount of \$ _____

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$ 2,579,533.44

The Contract Time will be (increased) (decreased) (unchanged) by (0) days

The date of Substantial Completion as of the date of this Change Order therefore is unchanged

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is required to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Print name)

CONTRACTOR (Print name)

OWNER (Print name)

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

Beverly J. Anderson
(Typed name)

Ruben Bermudez, Mayor
(Typed name)

DATE

July 14, 2014
DATE

May 13, 2014
DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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