

RESOLUTION NO. 2017-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1 TO CONTRACT NO. C17-0049 ISSUED TO KLINE CONSTRUCTION COMPANY INC., GALLOWAY, NJ, IN THE AMOUNT OF \$150,000.00.

WHEREAS, the City Council of the City of Vineland, on April 25, 2017, adopted Resolution No. 2017-189, entitled "A RESOLUTION AWARDED AN OPEN-END CONTRACT TO KLINE CONSTRUCTION COMPANY INC., GALLOWAY, NJ FOR TRAFFIC CONTROL AND DIRECTIONAL DRILLING SERVICES"; and

WHEREAS, N.J.A.C. 5:30-11.9 sets forth the procedures for processing change orders which exceed the 20 percent limitation; and

WHEREAS, the Director of Municipal Utilities has requested that an amendment be made to contract awarded to Kline Construction Company Inc., Galloway, NJ for Traffic Control and Directional Drilling Services as authorized by Resolution No. 2017-189, said amendment is made necessary to provide for additional quantities that will reflect what is needed for the service through the remainder of the contract period; the original contract was based on estimated quantities and did not provide for quantities that were needed for an annual period; and

WHEREAS, the City of Vineland desires to comply with said requirements of N.J.A.C. 5:30-11.9, 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 \$150,000.00; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said amendatory supplemental change order to Contract No. C17-0049, issued to Kline Construction Company Inc., Galloway, NJ, in the amount of \$150,000.00, be and the same is hereby ratified and approved.

Adopted:

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

ATTEST:

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



September 26, 2017

TO THE MAYOR AND COUNCIL  
OF THE CITY OF VINELAND

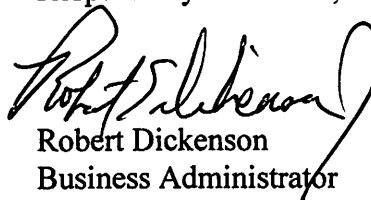
Amendatory Supplemental Change Order No. 1  
Contract No. C17-0049  
Traffic Control and Directional Drilling Services  
Kline Construction Company INC., Galloway, NJ

We are requesting an amendatory supplemental change order to Contract No. , issued to Kline Construction Company INC., Galloway, NJ for Traffic Control and Directional Drilling Services. This contract was authorized by Resolution No. 2017-189, adopted by City Council on April 25, 2017.

The change order requested, in the amount of \$150,000.00, provides for additional quantities that will reflect what is needed for the service through the remainder of the contract period. The original contract was based on estimated quantities and did not provide for quantities that were needed for an annual period. This change order will increase the original contract amount from \$119,965 to \$269,965.00.

The amendatory supplemental change order which exceeds the 20% limitation, for which authorization is herein requested, may be authorized in accordance with N.J.A.C. 5:30-11.9.

Respectfully submitted,



Robert Dickenson  
Business Administrator

RD/wr  
Encl.



September 20, 2017



TO: John Lillie, Director  
Robert Dickenson, Business Administrator

FROM: Robert A. Napier, Superintendent, Distribution Division *Robert A. Napier*

SUBJECT: Change Order Request for Kline Construction Contract Number C17-0049

Attached please find a change order request form for contract Number C17-0049 for Traffic Control and Directional Drilling Services with Kline Construction. The specification for the services was advertised and awarded via Resolution 2017-189 as an open-ended contract. Open-ended contracts are those contracts for which price bids were solicited on a unit basis because exact quantities needed were not known at the time bids were sought. The construction contract was awarded using the quoted unit prices based on approximate quantities intended for evaluation purposes. The change order will exceed twenty (20) percent, but is justified as it will utilize the quoted unit pricing but will be based on quantities that reflect what we actually need for the service through the remainder of the contract period.

The Utility, Purchasing, and Finance departments have all worked together to review each other's operational, regulatory, and auditing needs and have revised procedures to minimize the need for this type of action for open-ended contracts. In the case of the Kline contract, we will not enter into the contract option year, we will advertise a new specification with clearer minimum and maximum unit numbers. The contract will be awarded based on unit numbers but with a reasonable maximum dollar amount, and purchase orders will be encumbered by supplemental release as needed within each budget period.

Thank you for your consideration of this request. Should you have any questions, please feel free to contact me.

/ran

cc: Sue Baldosaro, Comptroller  
Miguel Mercado, Purchasing Agent

REQUEST FOR CHANGE ORDER

FOR:

Traffic Control and Directional Drilling Services

PROJECT NAME

TO: BUSINESS ADMINISTRATION

DEPARTMENT: Municipal Utilities

FROM: Robert Napier

This is a request for change order # 1 to Contract # C17-0049 for:

Project Name Traffic Control and Directional Drilling Services

Name/Address of

Contractor: Kline Construction Co. Inc. 240 Waveland Ave. Galloway, NJ 08205

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 original open-end contract did not have quantities that were needs for an annual period.

Original Contract Amount:	\$ <u>119,965.00</u>
Amount of this change order:	\$ <u>150,000</u>
Previous Change Orders:	\$ <u>0</u>
Total Revised Amount:	\$ <u>269,965</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 # \_\_\_\_\_

CC: Purchasing Division

**SPECIFICATIONS FOR  
OPEN ENDED CONTRACT FOR  
TRAFFIC CONTROL AND/OR DIRECTIONAL DRILLING SERVICES**

*A. SCOPE*

\* The specification will cover the supply of Traffic Control service and or Directional Drilling services each evaluated separately and awarded in whole or in part as deemed in the best interest of the City. The services will be provided on an as needed basis determined by the Vineland Municipal Electric Utility. The contract will provide unit pricing for services and award of a contract is no guarantee that services will be required.

1. Traffic control services that will include flagger services for in road utility construction, setting up a safe construction work zones in a traffic control areas and providing traffic control plans and filling stage highway permits as required for performing work along state highways.
2. Directional Drilling services that will include complete job investigation, calling for mark outs, determining complete and effective work practices and safe procedures to provide directional drilling of underground conduit from locations specified by the city.

*B. GENERAL CONDITIONS*

1. CONTRACT DOCUMENTS. It is understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Data, Check List, Affirmative Action Regulations, Corporate Disclosure Statement, Surety Form, Contract Agreement, Performance Bond, Payment Bond, General Conditions, Release of Mechanics' Liens, Equal Employment Opportunity Requirements, Special Conditions, Contractor's Report of Property Damage, Specifications, Drawings, Addenda, and Change Orders issued by the City, and specifications and engineering data furnished by the Contractor and accepted by the Owner, wherever included in this Contract shall be adhered to by the Contractor and the work shall be done in accordance therewith.
2. DEFINITIONS. Whenever the following terms are used in these specifications or pertaining to these specifications, the following definitions shall apply:
  - a. City: The City of Vineland, New Jersey, acting for themselves or through their duly empowered representatives.
  - b. Contractor: The successful bidder to whom a contract is let for the execution of the work described herein.
  - c. Approved: Having the approval or subject to the approval of the Director of the City of Vineland Electric Utility or his authorized representative.
  - d. Suitable, Satisfactory, Proper, Adequate, Acceptable, and terms of like import: Meeting the requirements of the case in the judgment of the City.
  - e. Contract or Contract Documents shall include the items enumerated above under CONTRACT DOCUMENTS.

## PROPOSAL A FOR TRAFFIC CONTROL SERVICES



**1. FLAGGER SERVICE**

<u>Description</u>	<u>Approx. Hours</u>	<u>Standard Rate Per Hour</u>	<u>Overtime Rate Per Hour</u>	<u>Total for Evaluation</u>
A. Flagger Services per Flagger	1200	\$ _____		\$ _____
	200		\$ _____	\$ _____

**2. SUPPORT VEHICLES**

<u>Description</u>	<u>Approx. Hours</u>	<u>Standard Rate Per Hour</u>	<u>Overtime Rate Per Hour</u>	<u>Total for Evaluation</u>
A. Small Transport Vehicle	600	\$ _____		\$ _____
	100		\$ _____	\$ _____
B. Standard Work Vehicle	40	\$ _____		\$ _____
	8		\$ _____	\$ _____
C. Arrow Panel Vehicle	40	\$ _____		\$ _____
	8		\$ _____	\$ _____
D. Attenuator Vehicle	40	\$ _____		\$ _____
	8		\$ _____	\$ _____

**TRAFFIC CONTROL DESIGN**

<u>Description</u>	<u>Approx. Hours</u>	<u>Standard Rate Per Hour</u>	<u>Overtime Rate Per Hour</u>	<u>Total for Evaluation</u>
E. Base Traffic Control Plan	40	\$ _____		\$ _____
(Up to 35 Cones & 15 Signs)	16		\$ _____	\$ _____
F. Larger than Base Incremental Costs	20	\$ _____		\$ _____
(For Each Additional up to 10 Cones & 5 Signs)	8		\$ _____	\$ _____

**3. Traffic Control Coordinator**

<u>Description</u>	<u>Approx. Hours</u>	<u>Standard Rate Per Hour</u>	<u>Overtime Rate Per Hour</u>	<u>Total for Evaluation</u>
A. Traffic Control Coordinator	20	\$ _____		\$ _____
	8		\$ _____	\$ _____

**TOTAL PROPOSAL A (TRAFFIC CONTROL SERVICES)** \$ \_\_\_\_\_



The above Approximate Hour numbers are provided for evaluation purposes only. Actual contracted hours will on an as needed basis.

Company \_\_\_\_\_

**PROPOSAL B  
FOR DIRECTIONAL DRILLING SERVICES**

<b>1. <u>SITE INVESTIGATION SERVICE</u></b> *				
<u>Description</u>	<u>Approx. Hours</u>	<u>Standard Rate Per Hour</u>	<u>Overtime Rate Per Hour</u>	<u>Total for Evaluation</u>
Site Investigation & Job Coordination	20	\$ _____		\$ _____
	8		\$ _____	\$ _____
<b>2. <u>DRILLING RIG</u></b>				
<u>Description</u>	<u>Approx. Hours</u>	<u>Standard Rate Per Hour</u>	<u>Overtime Rate Per Hour</u>	<u>Total for Evaluation</u>
Drilling Rig, Operations Crew and Support Vehicles.	80	\$ _____		\$ _____
	16		\$ _____	\$ _____
<b>3. <u>MATERIALS</u></b>				
	<u>Approx. Quant.</u>		<u>Conduit Cost Per Foot</u>	<u>Total for Evaluation</u>
A. Two Inch HDPE Conduit	100 Feet		\$ _____	\$ _____
B. Three Inch HDPE Conduit	500 Feet		\$ _____	\$ _____
C. Four Inch HDPE Conduit	1000 Feet		\$ _____	\$ _____
D. Four Inch Carlon Bore Guard	500 Feet		\$ _____	\$ _____
<b>4. <u>SITE RESTORATION</u></b>				
<u>Description</u>	<u>Approx. Quant.</u>		<u>Unit Cost</u>	
A. 4' x 4' Concrete Restoration	5		\$ _____	\$ _____
B. 3' x 3' Asphalt Restoration	5		\$ _____	\$ _____
<b>TOTAL PROPOSAL B (DIRECTIONAL DRILLING SERVICES)</b>				<b>\$ _____</b>

\* The above Approximate Hour & Quantity numbers are provided for evaluation purposes only. Actual numbers will on an as needed basis.

Company \_\_\_\_\_

RESOLUTION NO. 2017- 189

\*

A RESOLUTION AWARING AN OPEN-END CONTRACT TO KLINE CONSTRUCTION COMPANY INC., GALLOWAY, NJ FOR TRAFFIC CONTROL AND DIRECTIONAL DRILLING SERVICES.

WHEREAS, the City of Vineland has heretofore advertised for bids for Traffic Control and Directional Drilling Services for the Vineland Municipal Electric Utility, for a period of one year from date of award, with option for a second year, in accordance with specifications on file in the office of the Purchasing Agent; and

WHEREAS, on March 28, 2017, bids were received, duly opened and read aloud, being referred to the Assistant Business Administrator for tabulation, evaluation, report and recommendation; and

WHEREAS, the Assistant Business Administrator has, under date of April 18, 2017 submitted a written report and tabulation of the bids received and has recommended that an open-end contract for Traffic Control and Directional Drilling Services for the Vineland Municipal Electric Utility, be awarded to Kline Construction Company Inc., Galloway, NJ, in the amount as follows:

Proposal A: Traffic Control Services, in the amount of \$49,220.00  
Proposal B: Directional Drilling Services, in the amount of \$70,745.00  
for a total award amount of \$119,965.00;

said bid being the lowest bid received and considered in the best interest of the City of Vineland; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said contract for Traffic Control and Directional Drilling Services for the Vineland Municipal Electric Utility, for a period of one year from date of award, with option for a second year, be and the same is awarded to Kline Construction Company Inc., Galloway, NJ, in the amount as stated above, said bid being the lowest bid received and considered in the best interest of the City of Vineland, and the Purchasing Agent be and the same is hereby authorized and directed to issue purchase order contract for the same in behalf of the City; and

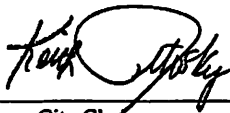
BE IT FURTHER RESOLVED that the City Comptroller has certified that the funds for the contract to be awarded herein are available.

Adopted: April 25, 2017



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

ATTEST:



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





**CONSTRUCTION  
CONTRACT**

**THIS AGREEMENT**, made this 26th day of April in the year 2017 by and between **THE CITY OF VINELAND**, in the County of Cumberland, New Jersey, a municipal corporation, hereinafter **City**, and

Hereinafter "**Contractor**",

**Kline Construction Co. Inc.  
240 Waveland Avenue  
Galloway, NJ 08205**

**City Contract# & Title:**

**C17-0049  
Traffic Control and Directional Drilling Services**

**WITNESSETH:** that **City** and **Contractor**, for the consideration hereinafter named, covenant and agree as follows:



1. **The Contractor**, pursuant to a duly published notice to bidders, instruction to bidders, bid specifications and written bid received by the **City** on **March 28, 2017**, and Resolution **No. 2017-189** of the **City** accepting said bid **April 25, 2017**, which includes notice to bidders, instruction to bidders, bid specifications, written bid and resolution are herein incorporated by reference thereto, agrees to furnish the following:

**PROPOSAL A: TRAFFIC CONTROL SERVICES - \$49,220.00**

**PROPOSAL B: DIRECTIONAL DRILLING SERVICES \$70,745.00**

For the City of Vineland Electric Utility, as required by said bid specifications and in accordance with said written bid submitted by Contractor and to otherwise comply with all requirements contained therein.

2. **The Contractor** agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof or its right, title or interest therein, without first receiving the written consent of the Mayor, Council and/or Purchasing Agent of the City of Vineland.
3. **The Contractor** and **City** agree that time is of the essence in the faithful performance of this Contract and that all Contractor's obligations shall be concluded in accordance with the resolution and bid specifications for the Initial Contract Period of **April 15, 2017 to April 14, 2018 with option for a second year.**
4. The contract shall automatically renew in its entirety for an additional year commencing on the expiration of the Initial Contract Period. The parties to this contract acknowledge that this is a material term of the contract, relied upon by both parties. Either party shall have the right to terminate this contract on the Initial Contract Period, provided, such party so terminating the contract notifies the other party in writing by certified mail within ninety (90) days prior to the expiration of the Initial Contract Period. Should notice not be provided pursuant to this subsection, each party shall rely on the automatic renewal under the same terms, conditions, pricing level, specifications, etc, of the Initial Contract Period, with a bond renewal for the additional year.

5. A Performance Bond in the amount of **\$119,965.00** is required for this project. Contractor agrees to furnish same to City simultaneously with the execution of this Contract. The Performance Bond shall be in a form satisfactory to the Solicitor of the City of Vineland.
6. As consideration for **Contractor** complying with the terms, covenants and conditions herein, Contractor shall charge the appropriate parties, an estimated amount of **\$119,965.00**, based on unit prices, said unit prices as stated in the bid proposal and awarded per Resolution No. **2017-189** adopted on **April 25, 2017**.
7. Should **Contractor** fail to carry out the terms of this Contract as herein prescribed, **City** may cancel or rescind this Contract in its entirety and serve said notice addressed to **Contractor's** last known mailing address; or it may notify the bonding company or bondsman, as the case may be, to complete the Contract. Nothing contained herein, however, shall prevent City from pursuing whatever other remedies it may have at law, including but not limited to the forfeiture of Contractor's bid deposit.
8. The **Contractor** hereby agrees to indemnify and save harmless the **City** from and for any damages or injury, including death and/or property loss for which it may become liable by reason of any negligence or carelessness on the part of **Contractor**, or on the part of its successors, assigns, agents, servants, or employees from the action of the elements, or from any unforeseen or unusual difficulty, obstruction or obstacles encountered in the prosecution of the work or from improperly guarding any and all portions of the work, or of the private or public property which might be endangered by reason of the performance of the work.

The **Contractor** shall indemnify and save harmless the **City** from and against any and all claims, liabilities, actions and causes for action, costs, charges and mechanics liens for labor performed or for tools and materials furnished in the performance of the work and any and all costs, charges and expenses incurred in defending such suits or actions or procuring such liens to be discharged and satisfied and from and against all claims and liabilities for any injury or damage to person or property growing out of defective or careless performance of said work, or from and against all or any claims or liabilities for royalties or license fees, actions, suits, charges, expenses, or damages for infringement of patents by reason of the use of any invention or improvement or material, tools or plant of any process of device, or combination of devices or equipment used in the performance of the work done under this Agreement. The legal status of said Contractor is that of an "Independent Contractor."

9. The **Contractor** shall furnish the **City** with a Certificate of Insurance for a comprehensive general liability policy covering **Contractor's** entire operation, with bodily injury limits of not less than \$1,000,000 any one person/any one accident and property damage limits of \$3,000,000 total aggregate. Said policy shall be issued in the name of the Contractor and the City as their interest may appear. **Contractor** shall also furnish the **City** with satisfactory evidence of full and complete statutory compliance with the Workman's Compensation Law of the State of New Jersey.

The **City** shall be named as an additional insured under said policy. The **Contractor** shall provide the **City** with evidence of insurance coverage in the form of a certificate and policy endorsement page, which shall also provide that the insurer shall be obligated to notify the **City** of any cancellation or modification of insurance coverage to the **Contractor** within sixty (60) days thereof.

10. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without