

CITY OF VINELAND

RESOLUTION NO. 2018-_____

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY FOR ADDITIONAL FIT-OUT OF BLOCK 2801 LOT 9 ON THE TAX MAP OF THE CITY OF VINELAND

WHEREAS, on June 1, 2018 the City of Vineland (City) and Cumberland County Improvement Authority (CCIA) entered into a Lease Purchase Agreement for the property known as 57 West Park Avenue, Block 2801 Lot 9 (Property); and

WHEREAS, a Temporary Certificate of Occupancy has been issued for a portion of the Property in which the Department of Public Works of the City of Vineland is presently occupying; and

WHEREAS, the Director of Public Works and Director of the Municipal Utilities have recommended additional work be performed on the Property in order to better suit the personnel occupying the Property which additional work is as follows:

- (1) Grind existing floor after chemical cleaning, prepare floor, patch seal cracks, Install 3/16 cementitious urethane floor coating, apply chemical resistant epoxy.
- (2) Epoxy floor of the truck bays/parts storage.
- (3) Remove existing concrete at (2) exterior driveways at overhead doors approximately 42'x 25', prep sub base, and install rebars, and 6'x6' WWM and expansion as required, install 5,000 psi concrete at 7"-8" thick and finish, In the parts area, re-pour concrete floor with pea gravel base-3" thick to level existing area and install curb area around new electrical panel.
- (4) Furnish and install oil/water separator and associated piping
- (5) Demolition of interior items identified for removal, remove and dispose of existing overhead garage doors and associated door hardware, install approved materials to close up area of removed garage doors and install approved windows in selected locations where garage doors were removed, remove existing windows and remove block in front office space at selected locations for new windows, install new windows in selected locations in front office area, power wash and deodorize concrete floors in tenant space and collect waste water and dispose of properly, install temporary electrical power and lighting to accommodate construction, provide preliminary engineering and architectural consultation and design plans for project.

WHEREAS, the CCIA has provided quotes for the performance of the aforementioned additional services in the total amount of \$312,457.50, which the Directors of Public Works and Municipal Utilities affirm are fair and reasonable, as attached hereto;

WHEREAS, the Lease Purchase Agreement, at Paragraph 10 thereof, states that alterations and improvements to the property may be performed at the expense of the City provided the CCIA, as the Landlord approves the alterations and improvements in writing on September 19, 2018 from the Executive Director of the CCIA; and

CITY OF VINELAND

WHEREAS, The CCIA and City are authorized pursuant to the Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et seq. to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit could perform on its own; and

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the services to be performed in accordance with the proposals attached hereto by way of a Shared Services Agreement.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Services Agreement in the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

Cumberland
County
IMPROVEMENT
AUTHORITY



2 North High Street
Millville, New Jersey 08332
Phone 856.825.3700
Fax 856.825.8121
ccia@ccia-net.com
www.ccia-net.com

September 21, 2018

Mr. John Lillie
Director
Vineland Municipal Utilities
P.O. Box 1508
Vineland, NJ 08360

RE: VMEU 57 W. Park Avenue Pre-Construction Activities

We are pleased to have this opportunity to extend our scope of work and quotation for the pre-construction work at 57 Park Ave – (VMUE Area) - per our walk through last week.

Labor, material, equipment and mobilization to provide the following for preparation of the area for future construction:

- Demolition of interior items identified for removal prior to start of future construction.
- Remove and dispose of existing overhead garage doors and associated door hardware.
- Install approved materials to close up area of removed garage doors and install approved windows in selected locations where garage doors were removed.
- Remove existing windows and remove block in front office space at selected locations for new windows.
- Install new windows in selected locations in front office area.
- Power washing and deodorizing of concrete floors in tenant space—waste water to be collected and disposed of properly.
- Install Temporary Electrical Power and Lighting to accommodate future construction.
- Provide preliminary engineering and architectural consultation and design plans for project.

Our not to exceed quotation for the above scope of work is ---\$164,500.00

Please advise at your earliest convenience if you would like to proceed with this project

Thank you,

Pepi Dragotta

Pepi Dragotta
Senior Vice President Construction Management

MARINO GENERAL CONSTRUCTION, INC.

989 South Main St. Williamstown NJ 08094 - (Mailing) PO Box 802, Williamstown NJ 08094

NJ State License #13VH01393300 - #NJ037442- NJ Public Work: #NJ708102. P.A. #PA065810

Office: (865) 629-1830 - Fax: (856) 629-2829 - www.marinogc.net - joe@marinogc.net

JOSEPH P. MARINO III - General Contractor

7/18/2018

Cumberland County Improvement Authority

2 North High St. Millville NJ

JOBSITE LOCATION: 57 West Park Ave. Vineland NJ 08360

PHASE#1- Change Order- Truck Bays/Parts Storage Epoxy Floor

- 1 Grind existing floor after chemical cleaning was performed
- 2 Prepare floor, patch and seal cracks
- 3 Install 3/16" cementitious urethane floor coating
- 4 Apply chemical resistant epoxy

	Large Truck Bays	\$ 85,580.00
	Parts Receiving & Parts Rms.	\$ 21,230.00
	SUB-TOTAL	\$ 106,810.00
CREDIT:	Clean and seal truck bay floor	\$ 11,962.50
	TOTAL COST:	\$ 94,847.50

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JOSEPH P. MARINO III - General Contractor

3/21/2018

Cumberland County Improvement Authority
2 North High St. Millville NJ

JOBSITE LOCATION: 57 West Park Ave. Vineland NJ 08360

PHASE#1- Additional Concrete

1 Remove existing concrete at (2) exterior driveways at overhead doors approx. 42'x25'			
2 Prep. Sub base, install rebars, and 6"x6" WWM, and expansion as required			
3 Install 5000 psi concrete at 7"-8" thick and finish			\$ 8,400.00
	GC OH/P	15%	\$ 1,260.00
		TOTAL:	\$ 9,660.00
4 Parts Area: Re-por concrete floor with pea gravel base- 3" thick to level existing			
Install curb area around new electrical panel			\$ 3,000.00
	GC OH/P	15%	\$ 450.00
		TOTAL:	\$ 3,450.00
		TOTAL:	\$ 13,110.00

Nick Pacitto

From: Pepi Dragotta
Sent: Thursday, August 30, 2018 11:35 AM
To: Nick Pacitto
Subject: Invoice to City of Vineland

Nick,
We need to send the city another invoice:

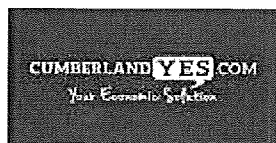
57 W. Park Avenue Phase I

*Additional cost for furnishing and install oil/water separator and associated piping: \$40,000.00

Pepi Dragotta
Senior Vice President Construction Management

Cumberland County Improvement Authority
2 N High Street, Millville, NJ 08332
Cell 609-405-0807
pdragotta@ccia-net.com

Cumberland
County
IMPROVEMENT
AUTHORITY



www.CumberlandYES.com
www.ccia-net.com

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SHARED SERVICES AGREEMENT

BETWEEN

CITY COUNCIL OF THE CITY OF VINELAND AS THE REDEVELOPMENT ENTITY

AND

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY

This agreement is made this _____ day of _____, 2018, by and between the Cumberland County Improvement Authority, a body corporate, organized and existing under the Laws of the State of New Jersey having its principal offices at 2 North High Street, Millville, New Jersey (hereinafter referred to as “CCIA”) and the City of Vineland, a municipal entity of the State of New Jersey, having its principal offices located at 640 E. Wood Street, Vineland, New Jersey 08360 (hereinafter sometimes referred to as “City”).

The parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination than separately.

The City of Vineland has entered into a Lease Purchase Agreement dated June 1, 2018 for certain land and improvements located at 57 West Park Avenue, Vineland, New Jersey which requires the Landlord to reconstruct and modify the improvements in accordance with the requirements of the City which has been partially completed for the public works garage and related offices and a Temporary Certificate of Occupancy (TCO) has been issued.

The parties have further agreed in accordance with the Lease Purchase Agreement at Paragraph 10 that after completion of the renovations and fit out of the improvements “no alterations, additions or improvements shall be made... without the prior written consent of the Landlord.

After the issuance of the TCO, the City has determined that additional improvements need to be made to the structure to better suit their needs, which additional improvements are as follows (referred to collectively as Requested Services):

- (1) Grind existing floor after chemical cleaning, prepare floor, patch seal cracks, Install 3/16 cementious urethane floor coating, apply chemical resistant epoxy.
- (2) Epoxy floor of the truck bays/parts storage.
- (3) Remove existing concrete at (2) exterior driveways at overhead doors approximately 42’x 25’, prep sub base, and install rebars, and 6’x6’ WWM and expansion as required, install 5,000 psi concrete at 7”-8” thick and finish, In the parts area, re-pour concrete floor with pea gravel base-3” thick to level existing area and install curb area around new electrical panel.
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waste water and dispose of properly, install temporary electrical power and lighting to accommodate construction, provide preliminary engineering and architectural consultation and design plans for project.

The CCIA has purchase agreements/contracts with vendors who provide very competitive pricing including contractors capable of performing the Requested Service for the City of Vineland.

The parties recognize that economies of scale and greater efficiencies may be achieved by entering into a shared service agreement to have such services performed between them on a basis that increases efficiency and economy.

The CCIA and City are authorized pursuant to the Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et seq. to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit could perform on its own;

NOW THEREFORE, in consideration of the mutual promises, agreements, and undertakings as set forth herein, the CCIA and City agree as follows:

1. Consistent with the terms of this agreement, the CCIA agrees to provide contractors presently under contract with the CCIA to perform the Requested Services at a total cost not to exceed \$312,457.50 in accordance with the proposals attached hereto.

2. Full plans and specifications shall be prepared by the CCIA in accordance with this Agreement.

3. The CCIA shall maintain or cause to be maintained by its contractors all-risk and comprehensive general liability insurance covering and insuring against losses or damages to third parties due to defective or negligent performance of work under this Agreement and/or damages

or losses to third parties for any reason directly or indirectly related to the ownership of the Properties. The CCIA shall further maintain or cause to be maintained by its contractors Workers Compensation coverage for all employees providing the Service. The CCIA shall provide a Certificate of Coverage evidencing that appropriate insurance coverage on behalf of the other is in full force and effect.

INDEMNIFICATION

1. The CCIA shall indemnify and shall hold the City, the members of its governing body, and its officers, agents, servants, and employees harmless and defend against any and all liability, losses, costs, damages, claims, judgments, or expenses, which shall be incurred by reason of any claim, suit, or action which is based upon alleged defective work or dangerous conditions arising from or related to the Requested Services being provided by the CCIA in accordance with this Agreement.

REMEDIES

1. In the event of any controversy or dispute between the parties every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution will be made and an exchange of information between the parties shall be made without the intervention of a third party. In the event that a dispute cannot be settled through direct discussions or negotiations, the parties agree to settle the dispute by mediation administered by the American Arbitration Association.

2. Any unresolved controversy or claim arising from or related to this contract shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and a judgment on any award rendered by the arbitrator may be entered

by any court having jurisdiction thereof.

NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the City or the CCIA, in his or her individual capacity, and neither the officers, agents or employees of the City or the CCIA nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

MISCELLANEOUS

1. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.
3. Severability. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. Counterparts. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. Entire Agreement. This Shared Services Agreement sets forth all the promises,

covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. Further Assurances and Corrective Instruments. Each Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Requested Services or the rights and responsibilities related to this Agreement or to correct any inconsistent or ambiguous term hereof.

7. Headings. The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. Non-Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. Governing Law. The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

COMPENSATION

Neither the CCIA nor the City shall be required to pay any annual payment to the other under this Agreement. All services provided under this Agreement including but not limited to engineering services, legal services, technical services, including testing and analyses, shall be paid by the CCIA.

In accordance with N.J.S.A. 40A:65-1, *et seq.* this Agreement shall be filed with the

Division of Local Government Services.

ATTEST

**CUMBERLAND COUNTY
IMPROVEMENT AUTHORITY**

Secretary of the Authority

Chairman of the Authority

ATTEST

CITY OF VINELAND

Municipal Clerk

Mayor Anthony R. Fanucci