

CITY OF VINELAND

RESOLUTION NO. 2018-449

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AS LESSEE AND THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY AS LESSOR REGARDING 57 WEST PARK AVENUE, VINELAND, NEW JERSEY.

WHEREAS, City Council adopted Resolution 2017-586, a Resolution authorizing the execution of a Lease Purchase Agreement with the Cumberland County Improvement Authority (CCIA) for property known as 57 West Park Avenue (Property); and

WHEREAS, the Lease Purchase Agreement, at Paragraph 7 thereof, provides for “Tenant Fit Out” of the Property for the Department of Public Works and the Vineland Electric Utility (VMEU), the cost of which would be paid by the City; and

WHEREAS, VMEU has requested the CCIA provide a quotation for the fit out based upon design drawings and specifications prepared on behalf of the VMEU by Dave Macken, New Road Construction Management Co. dated September 17, 2018 (VMEU Plans); and

WHEREAS, the CCIA provided a scope of work and quotation for the VMEU Plans dated October 11, 2018 in the amount of \$3,669,188.00 to complete the VMEU Plans, as attached hereto and made a part hereof; and

WHEREAS, the Parties intend upon amending the Lease Purchase Agreement to allow the CCIA to perform the Tenant Fit Out as authorized by the Lease Purchase Agreement and the City to pay for the cost as approved by the Architect as required in said agreement; and

WHEREAS, the CFO has certified the availability of funds.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute an amendment to the Lease Purchase Agreement for the property known as 57 West Park Avenue in the form and substance attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT

This First Amendment to a Lease Purchase Agreement is dated _____, 2018, BETWEEN the Cumberland County Improvement Authority (CCIA), with an address of 2 N. High Street, Millville, New Jersey 08332 (hereinafter referred to as Landlord) AND the City of Vineland with an address of 640 East Wood Street, Vineland, New Jersey 08360 City (hereinafter referred to as Tenant), collectively Parties.

WHEREAS, the Parties entered into a certain Lease Purchase Agreement dated _____, 2018 wherein Landlord leased to Tenant certain premises with a property address of 57 West Park Avenue, Vineland, New Jersey (Property).

WHEREAS, the Parties wish to amend the Lease Purchase Agreement at Paragraph 7 thereof to provide for additional Tenant Fit Out for the Vineland Municipal Electric Utility offices and a control room in the improvements on the Property.

WHEREAS, the governing bodies of the Parties have/shall adopt resolutions authorizing the execution of this First Amendment to the Lease Purchase Agreement.

NOW THEREFORE, for mutual promises and other valuable consideration, acknowledged by the Parties, the Parties agree to amend Paragraph 7 **TENANT FIT OUT** as follows:

In addition to the terms of Paragraph 7 **TENANT FIT OUT** contained in the Lease Purchase Agreement which are incorporated herein and made a part hereof, the Parties further agree that Landlord shall, under the same terms and requirements, renovate and fit-out the Premises per Tenant's additional specifications prepared on behalf of the VMEU and Tenant by Dave Macken, New Road Construction Management Co. dated September 17, 2018 (VMEU Plans).

Landlord agrees to perform the additional Tenant Fit Out in accordance with the scope of work and quotation for the fit-out in accordance with the VMEU Plans submitted by CCIA to the Director VMEU dated October 11, 2018, a copy of which is attached hereto and made a part hereof. Landlord will renovate and fit-out the Premises per Tenant's VMEU Plans and specifications. Landlord shall utilize the services of a New Jersey Licensed Architect who shall be Landlord's representative. Tenant shall have access to the Premises during fit out to assure the same is being completed in accordance with Tenant's specifications. Architect shall have the authority to disapprove or reject work which is defective, unsatisfactory or faulty or does not conform to the requirements set forth in the specifications and design for Tenant Fit Out. Landlord's contractors shall submit applications for payment to Architect for approval or disapproval. Architect's approval of any payment requested will constitute a representation by Architect that the work has progressed to the point indicated and to the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Tenant Fit Out documents.

Upon submission of applications for payment to Architect and approval of the same for payment, landlord shall submit the payment application together with the Architect's approval to

the City at the address first mentioned herein and, within 30 days of the receipt of said documents, the City shall remit payment to Landlord for the approved applications for payment. The cost of the additional Tenant Fit Out pursuant to the VMEU Plans shall not be used to calculate the Payment of Rent due in accordance with Paragraph 4 herein

Landlord shall solely be responsible for the proper performance of all construction for fit out including providing competent, qualified personnel, proper materials and equipment. Landlord or Landlord's agents, assigns and employees shall supervise and direct the work efficiently and with the best skill and attention. It will be solely responsible for the means, methods, techniques, sequences and procedures of construction and assure that the finished work complies accurately with the specifications. Landlord shall assure that all necessary performance bonds are issued in accordance with N.J.S.A. 2A:44-143 and 147.

Landlord shall comply with all laws, ordinances, rules and regulations applicable to the work being performed and be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. It will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees including the provision of Workers Compensation Insurance and shall indemnify and hold harmless Tenant its agents and/or employees for any losses incurred to property or persons as a result of the Tenant fit out including attorney's fees provided such damage or injury is caused wholly or in part by any negligent act or omission of Landlord, its agents, assigns and /or employees.

Landlord may, at any time, authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the fit out specifications. Other changes which will alter work which involves extra cost will be authorized by change orders approved by Landlord and Tenant. If the change order causes an increase or decrease in the fit out cost or an extension or shortening of the completion time, an equitable adjustment shall be made to the fit out cost and Additional Rent.

Landlord shall assure that all unsatisfactory work, all faulty or defective work, and all work not conforming to the fit out specifications is corrected to the satisfaction of the Tenant. All inspections or tests shall meet the standards set forth in the local, state and federal regulations.

Should Tenant opt to purchase the Property prior to the expiration of the Lease Term, Tenant shall be responsible for the actual cost incurred for additional Tenant Fit Out up to the date of the Tenant exercising its option in accordance with Paragraph 6 herein. The Parties agree that any completion of the fit out in accordance with the VMEU Plans shall be at the option of the City and shall be evidenced by a Shared Services Agreement under the same terms as

specified in the scope of work and quotation for the fit out submitted by the CCIA to the Director of the VMEU dated October 11, 2018.

THE PARTIES FURTHER AGREE that the balance of the Lease Purchase Agreement not so amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first written above.

ATTEST:

ATTEST:

CITY CLERK

LANDLORD:

By: _____

Title: _____

TENANT:

By _____

**ANTHONY R. FANUCCI,
MAYOR, CITY OF VINELAND**

*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

October 11, 2018

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

RE: VMEU 57 W. Park Avenue Fit-out

We are pleased to have this opportunity to extend our scope of work and quotation for the fit-out of 57 W. Park Ave (VMEU Area) per the attached drawings and specifications including but not limited to the following:

ARCHITECTURAL, STRUCTURAL, AND MEP SIGNED SEALED DRAWINGS

FURNISH AND INSTALL THE FOLLOWING FOR BUILDING TRADES:

- Framing, insulation, and drywall of perimeter and partition walls as depicted
- Insulation of ceiling joists and from the top of the perimeter walls to the bottom of the joists
- Doors and windows as shown
- Breakroom casework and bathroom vanities
- Door and casework hardware
- Accordion partition wall in the conference room
- Roof opening for and structural support as required for RTU
- Repair and sealing of all new roof penetrations
- Ceramic tile in bathrooms
- Painting
- Suspended ceiling as shown

FURNISH AND INSTALL THE FOLLOWING PLUMBING:

- All waste and supply plumbing pipe
- Plumbing fixtures, auto flushes, and automatic sink faucets as shown
- Gas piping
- Water heaters and mop sink
- Condensate piping



FURNISH AND INSTALL THE FOLLOWING HVAC:

- RTU, VAV's, and ductwork
- Wired building automation system
- Exhaust and fresh air fans as show

FURNISH AND INSTALL THE FOLLOWING ELECTRICAL:

- Natural gas generator and transfer switch
- 600 amp MDP
- Sub panels and transformer as shown
- LED light fixtures as shown
- Receptacles, switches, and lighting control system
- Floor boxes
- Complete tele-data system
- Wiring for access control and security system

WORK TO BE COMPLETED IN PREPARATION FOR CONTROL ROOM:

- Metal stud walls, insulation, and drywall one side
- 400 amp sub panel
- Plumbing waste and supply lines into space
- 15 dual tele-data jacks

TOTAL LUMP SUM: \$3,669,188.00

ALLOWANCES INCLUDED IN LUMP SUM:

-Furniture:	\$291,000.00
-Flooring:	\$91,000.00
-Blinds:	\$10,500.00
-Access Controls:	\$25,000.00
-Security:	\$18,000.00

Thank you,

Pepi Dragotta

Pepi Dragotta
Senior Vice President Construction Management