

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
AUTHORIZING CHANGE ORDERS NO.5 AND 6 WITH
BROCKWELL AND CARRINGTON CONTRACTORS, INC.
FOR SUPPLEMENTAL WORK AS PART OF THE
RESTORATION PHASE OF THE MUNICIPAL COMPLEX**

PREAMBLE:

WHEREAS, Hurricane Ida impacted New Jersey on Wednesday, September 1, 2021, bringing severe weather conditions including strong winds and heavy and sustained rainfall in some areas. The storm caused severe water damage to municipal facilities, infrastructure, vehicles and equipment, including the Municipal Complex.

WHEREAS, in July of 2023, pursuant to Resolution 221-7.23, the Township Council authorized Contract BID23006 with Brockwell & Carrington Contractors, Inc. (“Brockwell”) for the Municipal Complex Façade Remediation and Restoration Project, in the amount of \$7,025,000.00.

WHEREAS, in September of 2023, following the award of contract, Brockwell notified USA Architects, as the project manager for this contract, that a request was made by the brick manufacturer seeking additional funds due to escalation over the amount bid for brick material, as a proposed. This matter was resolved with no net increase, and the Change Order was withdrawn.

WHEREAS, in July of 2023, pursuant to Resolution 243-7.23, the Township Council authorized a contract amendment with Servpro Disaster Recovery Services for restoration work at the Municipal Complex, which included installation of perimeter wall insulation.

WHEREAS, in September of 2023, the method for installation of the perimeter insulation was reviewed by professionals along with representatives for Brockwell and Servpro, that collectively determined it would be advantageous for Brockwell to provide the exterior insulation, removing the work from the project scope under Servpro.

WHEREAS, in October of 2023, pursuant to Resolution 314-10.23, the Township Council authorized Change Order No. 1 with Brockwell & Carrington Contractors, Inc., increasing the contract amount by \$109,582.27 to provide the perimeter insulation.

WHEREAS, during the storm event, there was also water damage to outside rear of Municipal Complex which two exterior ground-level chillers were submerged in water, located near a free-standing wall.

WHEREAS, in April of 2023, pursuant to Resolution 138-4.23, CME Associates was engaged to design a new outside foundation slab for the replacement chillers and to investigate the settlement of the exterior free-standing wall that settled post storm event, now leaning into the façade of the building.

WHEREAS, during the storm event, water was also found to have breached the door of the rear stair well and the basement was flooded with several feet of water.

WHEREAS, in May of 2023, pursuant to Resolution 163-5.23, CME Associates was also engaged to design plan documents for an extension of the height to the exterior rear stair wall of the Municipal Complex.

WHEREAS, the Township has made application with the Federal Emergency Management Agency (FEMA), under the Public Assistance Program for future mitigation efforts, and has made application for reimbursement for expenses associated with the elevation of the chillers and stair wall extension.

WHEREAS, in December of 2023, pursuant to Resolution 380-12.23, the Township Council authorized Change Order No. 2 with Brockwell & Carrington Contractors, Inc., increasing the contract amount by \$421,724.46, for work associated with the replacement and elevation of the exterior chiller pad and to extend the height to the exterior rear stair wall.

WHEREAS, in January of 2024, at the request of the Township, Brockwell & Carrington Contractors, Inc. provided a change order for amending the contract to replace two windows with doors in the rear of the Administrative wing, and to replace the automatic door to the Police main entrance.

WHEREAS, in February of 2024, pursuant to Resolution 76-2.24, the Township Council authorized Change Order No. 3 with Brockwell & Carrington Contractors, Inc., increasing the contract amount by \$39,012.78 for said work.

WHEREAS, in March of 2024, Brockwell & Carrington provided proposals for supplemental structural stabilization, demolition, reconstruction and weatherproofing necessary to bring to current code standards, in addition to supplemental masonry work required for non-conforming conditions that was identified when the masonry was exposed and have been determined by engineering professionals to be non-conforming, and not ready to receive the brick work and weather barriers without corrective work.

WHEREAS, in April of 2024, pursuant to Resolution 117-4.24, the Township Council authorized Change Order No. 4 with Brockwell & Carrington Contractors, Inc., increasing the contract amount by \$555,784.80 for said work.

WHEREAS, in September of 2021, Under participation with the Garden State Municipal Joint Insurance Fund, Rapid Recovery was engaged as the contractor of record as paid directly via insurer, and initiated the demolition work after the flooding event, in addition to providing temporary climate control.

WHEREAS, at the recommendation of the Municipal Risk Management and affiliated professionals, Servpro, was brought in by the municipality under an emergency procurement in March of 2023, as successor to Rapid Recovery, to correct conditions associated with the interior climate control and continue demolition of damaged building components based on an approved Time and Material Contract.

WHEREAS, Servpro initiated transitioning from remediation to repair/reconstruction work, predominantly in the Police side of the building in July of 2023. However, the Township sought to move from emergency procurement to traditional procurement to ensure competitive pricing for work being performed and notified Servpro that scope was limited to completing work on the interior section under way for general conditions.

WHEREAS, in February of 2024, Servpro provided the Township with notification regarding matters with their main subcontractor and attempted to engage various subcontractors to complete said work.

WHEREAS, in February of 2024, professionals engaged by the Township providing construction oversight were also on site for competitively bid projects as part of the building restoration, including the Façade Project (Brockwell and Carrington), Roof/Gutter Project (Patriot Roofing), HVAC Project (Environmental Climate Control).

WHEREAS, in March of 2024, Township professionals including the Municipal Architect and Mechanical Engineer provided notification of progress level on the work under Servpro, now creating differing site conditions than anticipated for contractors on site performing work under competitively bid contracts.

WHEREAS, in April of 2024, T&M Associated, as the Mechanical Engineer, reviewed the unforeseen circumstances surrounding the work that was scheduled to be performed by Servpro, and determined an immediate resolution was required for the efficient completion of the work with other engaged contractors on site. Rendering execution of a new contract was determined to be an unreasonable interference with the efficient completion of the work impacted.

WHEREAS, Brockwell & Carrington is currently mobilized on site and has provided the attached proposals for supplemental interior work in the central section of the building (Change Order 5 \$870,959.84), and replacement of lighting within outlined sections of the first floor (Change Order 6 \$284,131.80) as necessitated to ensure other contracted work at this location continues without delay; and

WHEREAS, USA Architects, T&M Associated and municipal officials have reviewed the proposals as presented by Brockwell and determined it necessary to include said work as a supplemental authorization to the current contract, hereby making a recommendation to approve said work.

NOW THEREFORE, BE IT RESOLVED, that the Township Council of the Township of North Brunswick does hereby authorize the Mayor or Business Administrator to execute **Change Order No. 5** in the amount of **\$870,959.84** and **Change Order 6** in the amount of **\$284,131.80** with Brockwell & Carrington Contractors, Inc. under Contract BID23006, with an increase in the contract amount by \$1,155,091.64 for said work, for a revised contract amount of **\$9,306,195.95**.

BE IT FURTHER RESOLVED, that a written certification justifying the performance of the work which necessitates the issuance of these change orders has been filed by the contractor with the Mayor, as the chief executive officer for North Brunswick under the Faulkner Act (OMCL) Mayor-Council-Administrator form of local government in accordance with N.J.S.A. 40:69A-149 et. seq.

BE IT FURTHER RESOLVED, in accordance with N.J.A.C. 5:30-11.9 et seq., a written certification by the Mayor's designee has filed a request for the requested change orders with the governing body as attached to this resolution and summarized herein above and includes a certificated statement by the Mechanical Engineer explaining in detail the factual circumstances which justify issuance of the proposed change orders.

BE IT FURTHER RESOLVED, the Municipal Clerk shall report to the Director of the Division of Local Government Services under the New Jersey Department of Community Affairs on an appendix to the upcoming FY2025 annual budget as change orders from the previous fiscal year which exceeded the 20 percent limitation.

BE IT FURTHER RESOLVED, notice of these Changes Orders shall be printed in the Home News and Tribune as the official newspaper, with a brief notice indicating the additional amount to be expended, the original contract price, the nature of the original and additional work. A copy of the advertisement shall also be filed with the clerk or secretary of the governing body and be available for inspection by the public.

CERTIFICATION

I, Cavel Gallimore, Chief Financial Officer of the Township of North Brunswick, certify that funds in the following account totaling \$1,155,091.64 are available under Contract BID23006:

\$ 76,450.00 are available in the FY24 EECEBG Energy Grant G-02-24-100-000-006,
\$ 386,330.11 are available in the FY24 DCA Special Project Grant G-02-24-100-000-006, and
\$ 692,311.53 are available in the Storm Recovery Trust D-33-56-850-005-001.

Cavel Gallimore
Chief Financial Officer

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
HUTCHINSON				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of North Brunswick at a meeting duly held on May 13, 2024.

Lisa Russo
Township Clerk



Brockwell & Carrington Contractors, Inc.

General Contractors • Construction Management • Construction Consulting

Specializing in Commercial, Industrial and Institutional

Change Order # 7

Michael Bryson
USA Architects
20N. Doughty Ave.
Somerville, NJ 08876

Date Submitted: 4/18/2024
Date Required: ASAP

Dear Mr. Bryson
Please see the following costs

SUBJECT: NBER- Bulletin #9 Pricing

Scope: Additional Costs associated with providing the necessary labor and material to complete the architectural demolition, carpentry, and painting scope as outlined in Bulletin #9, as well as the installation of the necessary floor protection in order to allow for the installation of new flooring in advance of ceiling installations, as discussed during the 4/17/24 meeting between Brockwell & Carrington, USA Architects, T&M Associates, and the Township of North Brunswick.

Currently, this proposal does not include any electrical, fire alarm, plumbing, or fire sprinkler scope within the Bulletin #9 area. This proposal also does not include the inclusion of plastic laminate sills as that request was received after this proposal was generated.

Additionally, as previously discussed, in an effort to maintain the finite schedule that the Township has for turnover of this space, B&C has proceeded with interior demolition. This time is clearly delineated in the attached breakdown of B&C's costs.

Please see the attached backun for additional information.

Please see attached change order from :

Brockwell & Carrington

Material , Labor, &			
General Conditions (see attached)		\$	262,160.45
OH&P	10%	\$	26,216.05

McGinley Building Services

Material & Labor (see attached)		\$	258,900.00
OH&P	10%	\$	25,890.00

HorusPro Painting

Material & Labor (see attached)		\$	107,500.00
OH&P	10%	\$	10,750.00

Subcontractor Performed Work Total \$691,416.50

B&C OH&P	5%	\$20,152	34,570.82	\$711,568.50
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~~\$725,987.32~~

Unforeseen Conditions Allowance (any amount unused will be credited back to the Owner)

	20%	\$ 145,197.46	\$142,313.70
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Change Order Subtotal ~~-\$871,184.70~~ **\$853,882.20**

Bond	1%	\$8,711.85	\$8,538.82
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Insurance	1%	\$8,711.85	\$8,538.82
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~~-\$888,608.48~~ \$888,608.48

Change Order Total:

C.O. Total \$870,959.84

Sincerely,
Michael B. Dassatti II
President

Date: 4/18/2024

N. Brunswick Building Envelope Restoration					
Field Bulletin #9 B&C In-House Scope					
Demolition & Floor Protection Labor	Man Days	Rate		Extended	NOTES
Brockwell & Carrinton Contractors - Demolition - (Completed)	36	\$ 1,000.00		\$ 36,000.00	
Brockwell & Carrinton Contractors - Demolition & Floor Protection Installation and Maintenance Labor (Remaining)	24	\$ 1,000.00		\$ 24,000.00	
Floor Protection Material	Qty	Rate		Extended	NOTES
38" W x 100' L Ram Board	25	\$ 63.95		\$ 1,598.75	
Masonite (4' x 8)	1	\$ 1,998.00		\$ 1,998.00	
23/32 (3/4) CDX Plywood Protection	115	\$ 48.38		\$ 5,563.70	
B&C General Conditions Costs (Includes Supervision, Project Mangement, B&C Field Office, Portable Toilets, Dumpsters, CPM Schedule & Updates, Temporary Fencing, Progress Photos, Submittals, Closeouts, Punchlist, etc.)	3	\$ 57,500.00		\$ 172,500.00	
B&C Additional Supervision, Management, & Coordination (Due to Interface & Coordination with Contractors Outside of B&C Scope)	1 LS	\$ 10,000.00		\$ 10,000.00	
Temporary Egress/Walkway (If Needed)	1 LS	\$ 5,000.00		\$ 5,000.00	
Final Cleaning	1 LS	\$ 5,500.00		\$ 5,500.00	
				\$ 262,160.45	

#1 Home Improvement Retailer



Riverdale, NJ 10PM 07457



Riverdale, NJ 10PM 07457

Shop All Services DIY Me

Home / Paint / Paint Supplies / Drop Cloths

Internet # 202088850 Model # 5008200 Store SKU # 1010835995

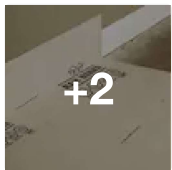
Best Seller

Ram Board
38 in. W x 100 ft. L Heavy Duty Temporary Floor Protection

★★★★★ (168) Questions & Answers (21)

Live Chat

Feedback



Hover Image to Zoom

Live Chat

Feedback

Share Print

\$63⁹⁵ Limit 90 per order
/roll



Pay **\$38.95** after **\$25 OFF** your total qualifying purchase upon opening a new card. [i](#)

[Apply for a Home Depot Consumer Card](#)

- Tough drop cloth alternative
- Ram Board protects surfaces from dust, dirt, and paint splatters
- Heavy duty, breathable floor protection
- [View More Details](#)

Pickup at [Riverdale, NJ](#)

Delivering to [07457](#)

Pickup

Today

53 in stock

FREE

Delivery

Apr 23 - Apr 25

88 available

FREE

[Live Chat](#)

[Feedback](#)



Get it as soon as today. Schedule your delivery in checkout.

- 1 +

[Add to Cart](#)



Free & Easy Returns In Store or Online

Return this item within **90 days** of purchase. [Read Return Policy](#)

Loading Recommendations

#1 Home Improvement Retailer



Riverdale, NJ 10PM 07457



Riverdale, NJ 10PM 07457

Shop All Services DIY Me

Home / Paint / Paint Supplies / Drop Cloths

Internet # 311101711 Model # XB-32-CP Store SKU # 1004671380

PROTEX (Brand Rating: 4.5/5) ⓘ

4 ft. x 8 ft. Standard-Duty Temporary Floor Protection Sheet (250/Pallet)

★★★★★ ✓ Questions & Answers (3)

Live Chat

Feedback



Hover Image to Zoom

 Live Chat

 Feedback

 Share  Print

\$1998⁰⁰ Limit 90 per order



\$167.00 /mo† suggested payments with 12 monthst† financing [Apply Now](#) ⓘ

Package Quantity: **250**

- 250**
- 300
- 500
- 600

Product Height (in.): **20 in**

- 20 in**
- 25 in
- 35 in
- 40 in

Pickup at [Riverdale, NJ](#)

Delivering to [07457](#)

Ship to Store
 Apr 23 - Apr 25
 3 available
FREE

Delivery
 Wednesday, Apr 24
 3 available

-
- 1
- +

Add to Cart



Free & Easy Returns In Store or Online

Return this item within **90 days** of purchase. [Read Return Policy](#)

Loading Recommendations

Live Chat

Feedback



Riverdale, NJ 10PM 07457

3/4 cdx plywood



Riverdale, NJ 10PM 07457

Shop All Services DIY Me

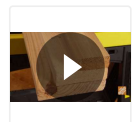
Home / Lumber & Composites / Plywood / Sanded Plywood

Internet # 100061386 Model # 201428 Store SKU # 166057

Best Seller

23/32 in. x 4 ft. x 8 ft. BC Sanded Pine Plywood

★★★★☆ (736) Questions & Answers (90)




Hover Image to Zoom

Live Chat

Feedback

\$48³⁸ Limit 90 per order

 Pay **\$23.38** after **\$25 OFF** your total qualifying purchase upon opening a new card. [Apply for a Home Depot Consumer Card](#)

- Plywood panel can be used with interior and exterior applications
- Panel has a smooth and sanded face
- Simple to cut and fasten
- [View More Details](#)

Riverdale, NJ Store

✓ **37 in stock** Aisle 22, Bay 001


Nominal Product Thickness (in.): **23/32**

- 15/32
- 19/32
- 23/32**

Pickup at [Riverdale, NJ](#)

Delivering to [07457](#)

<p>Pickup</p> <p>Today</p> <p>37 in stock</p> <p>FREE</p>	<p>Delivery</p> <p>Tomorrow</p> <p>87 available</p>
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 **Get it as soon as tomorrow.** Schedule your delivery in checkout.

- 1 + [Add to Cart](#)

Product Details

[Live Chat](#)
[Feedback](#)

Specifications



Questions & Answers

90 Questions



Customer Reviews

4 out of 5 (736)



More from This Brand



15/32 in. x 4 ft. x 8 ft. BC Sanded Pine Plywood

(730)

\$39⁹⁵

Add to Cart



19/32 in. x 4 ft. x 8 ft. BC Sanded Pine Plywood

(508)

\$41⁰⁰

Add to Cart



1/4 in. x 4 ft. x 8 ft. BC Sanded Pine Plywood

(629)

\$29⁷²

Add to Cart



11/32 in. or 3/8 in. x 4 ft. x 8 ft. BC Sanded Pine Plywood

(670)

\$34⁷³

Add to Cart



1/4 in. x 2 ft. x 4 ft. B/C Sanded Plywood Project Panel

(109)

\$15³⁶

Add to Cart



1 in. x 1 ft. x 1 ft. ACX Hi-Bor Pressure Treated Sanded Plywood

\$42⁸⁵ /piece

Add to Cart

Live Chat
Feedback

< 1/2 >

Customers Also Viewed



Handprint
 23/32 in. x 4 ft. x 4 ft. BCX
 Sanded Plywood (Actual: 0.703
 in. x 47.75 in. x 47.75 in.)
 ★★★★★ (145)
 \$37⁴⁹



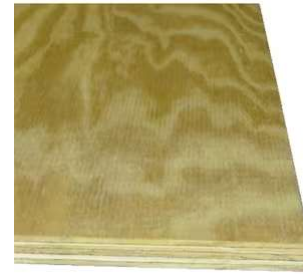
1/4 in. x 4 ft. x 8 ft. BC Sanded
 Pine Plywood
 ★★★★★ (629)
 \$29⁷²



Handprint
 1/2 in. x 2 ft. x 4 ft. BCX Sanded
 Plywood (Actual: 0.451 in. x
 23.75 in. x 47.75 in.)
 ★★★★★ (468)
 \$20⁶⁸



Handprint
 11/32 in. x 2 ft. x 4 ft. BCX
 Sanded Plywood (Actual: 0.322
 in. x 23.75 in. x 47.75 in.)
 ★★★★★ (105)
 \$18³⁷



1/4 in. x 2 ft. x 4 ft. B/C Sanded
 Plywood Project Panel
 ★★★★★ (109)
 \$15³⁶



**PATRIOT TIMBER
 PRODUCTS**
 1/5 in. x 4 ft. x 8 ft. Sanded
 Plywood
 ★★★★★ (43)
 \$27²⁸



Recently Viewed



PROTEX
 4 ft. x 8 ft. Standard-Duty
 Temporary Floor Protection
 Sheet (250/Pallet)



Ram Board
 38 in. W x 100 ft. L Heavy Duty
 Temporary Floor Protection
 ★★★★★ (167)

Related Searches

- marine grade plywood
- 3/4 inch plywood 4x8
- 3/4 plywood
- exterior plywood
- 3/4 plywood 4x8
- 4x8 3/4 bc

CHANGE ORDER

Date: 4/18/2024

Project No:23-0143

CUSTOMER NAME/ADDRESS
Att: George Dimoplon Senior Estimator Brockwell & Carrington Contractors Office: 973.237.1222 Cell: 914.316.8871 www.brockwellcarrington.com
RE: North Brunswick Municipal Building -Field bulletin #9

We propose the following scope of work:

1. **Lobby A 139-** F/I 5/8" type X drywall to match existing conditions including Level-4 finish.
2. **Vestibule A138 A140-** F/I 5/8" type X drywall to match existing conditions including Level-4 finish.
3. **Continuous Light Pocket Soffit-** Fabricate and install 175 linear ft. new bullnose light cove with reveals and beads to match existing.
4. **Finishing-** Tape and finish all new drywall in scope to Level-4 finish as required.
5. **Doors, Frames & hardware-**
 - 2 right hand 3.0' x 7'2" prefinished clear F/R solid wood doors and 4 7/8" throat K/D frames with all new hardware to match existing.
 - 1 left hand 3.0' x 7'2" prefinished clear F/R solid wood door and 4 7/8" throat K/D frame with all new hardware to match existing.
 - 1 Left hand 3.0' x 7'2" prefinished clear F/R solid wood door and 7 1/4" throat K/D frame with all new hardware to match existing.
 - 1 pair 6.0' x 7'2" prefinished clear F/R solid wood doors and 4 7/8" throat K/D frames with all new hardware to match existing.
6. **Detention Corridor P147-** F/I 18 gauge 3 5/8" stud with wire security mesh and 5/8 high abuse board @ P147 corridor where existing ceiling was removed finish to level 4. Including 4 access panels

7. **Acoustical grid and tile-** F/I all new 2' x 2' tegular edge ACT to match existing (Armstrong or Equal) including all necessary wires seismic clips and wall angle. (attached to proposal is overlay of ceiling grid area and tile – grid submittals).

Total- \$ 258,900.00

Notes/Qualifications:

1. All work to be performed on normal hours M-F.

Thank you for the opportunity to bid on this project. Please let us know if you have any questions or comments.

**Best regards,
Sean McGinley**

McGinley Building Services is a certified MWBE with the State of NY & NJ. MWBE and SBE with the Port Authority of NYNJ, and certified with the DPMC, SBA and NJSDA.

Horuspro Painters LLC
86 Merselis Avenue
Clifton, NJ 07001

PROPOSAL

To: _____ Date: 4/15/2024
Attention: _____ Office: _____
Address: _____ Fax: _____

JOB NAME	PROJECT NUMBER	JOB ADDRESS
North Brunswick Township Municipal Building	2023-042	710 Hermann Rd North Brunswick Township New Jersey, NJ 08902

PROPOSAL SUMMARY	AMOUNT
Base Bid Amount	\$107,500.00
Total >>>>>	\$107,500.00

Horuspro Painters LLC, is pleased to present the following bid for **Building Envelope Restoration at the Municipal Building**, based on the **Field Bulletin #FB-009 dated 04/04/2024**, that indicated scope of the work limit son the fist floor of the municipal building as well as reference photos, and subject to the following inclusions, exclusions, and qualifications:

INCLUSIONS

- 1 Protect surrounding areas and finishes.
- 2 Patch and Repair existing gypsum board soffit and walls.
- 3 Paint the interior CMU walls with (1) coat of primer and (2) coats of finish paint.
- 4 Paint the Gyp. Bd. Walls with (1) coat of primer and (2) coats of finish paint.
- 5 Includes attic stock.
- 6 Includes Materials and Union Labor.

EXCLUSIONS

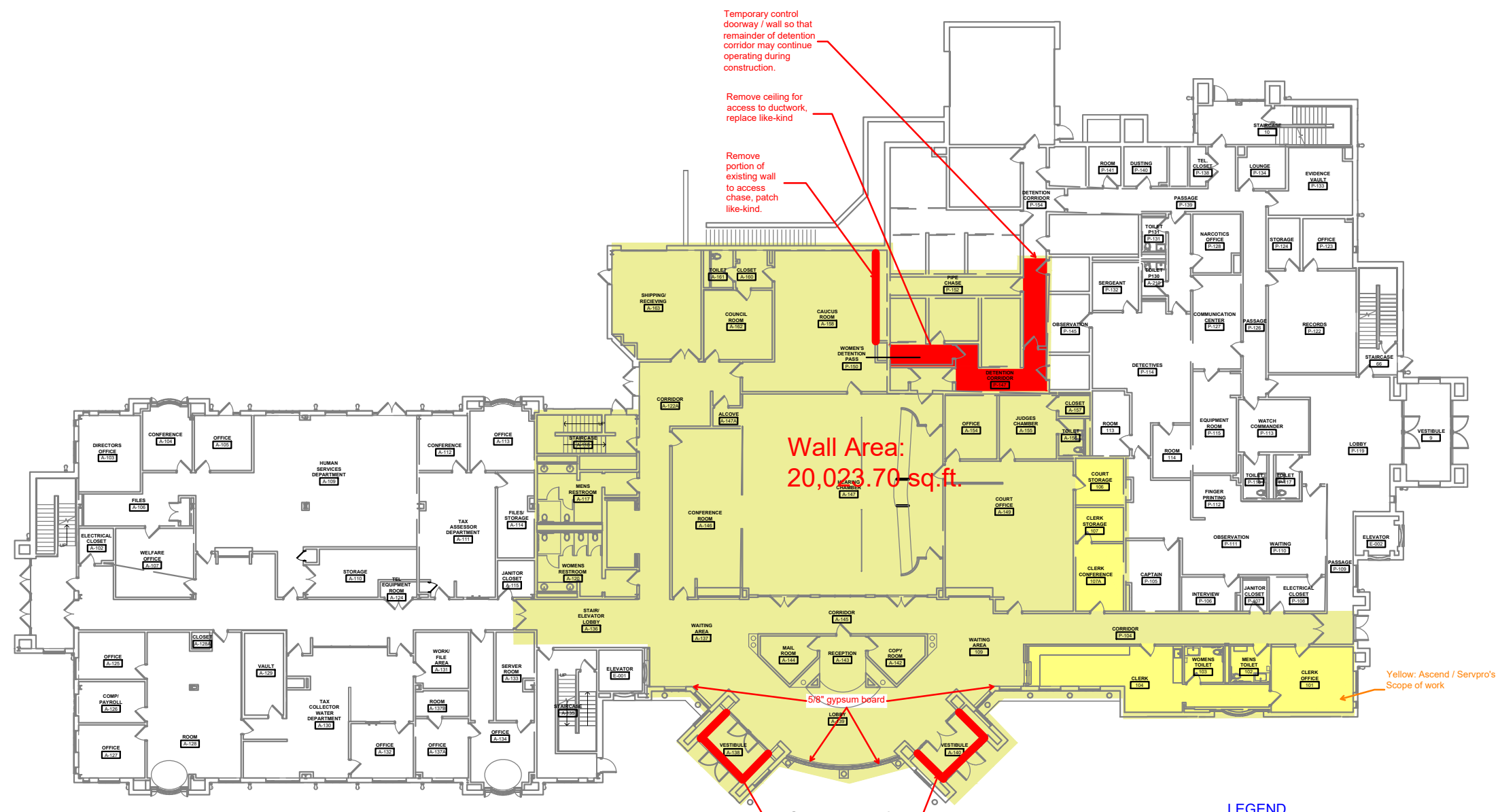
- 1 Building Department Permit Filing Fees.
- 2 Temporary Power.
- 3 NJ sales Tax on Labor.
- 4 Level 5 finish/skim coating.
- 5 Floor sealers or coatings.
- 6 Stain, seal, and varnishing.
- 7 Painting convector covers & baseboard heaters.
- 8 Exterior painting.
- 9 Painting work not included in inclusions listed above.

QUALIFICATIONS

- 1 This proposal is valid for 30 days from the above date.
- 2 Deposit of 1/3.
- 3 Payments for completed work are balance net 30.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Thank you for your business!



Wall Area:
20,023.70-sq.ft.

LEGEND

LINE DENOTES
LIMIT OF SCOPE
OF WORK TO BE
COMPLETE &
OCCUPIED BY
7.1.2024

Yellow: Ascend / Servpro's
Scope of work

ROOM	Ln.ft	Height Ln.ft	Area sq.ft.
SHIPPING/RECEIVING: A-163			
Walls	73.85	10	738.5
COUNCIL ROOM: A-162			
Walls	51.41	10	514.1
CLOSET: A-160			
Walls	29.19	10	291.9
PIPE CHASE: P-152			
Walls	29.19	10	291.9
WOMEN'S DETECTION PASS : P-150			
Walls	30.18	10	301.8
DETECTION CORRIDOR: P-147			
Walls	96.32	10	963.2
CAUCUS ROOM: A-158			
Walls	106.36	10	1063.6
CORRIDOR: A-122A			
Walls	152.32	10	1523.2
ALCOVE: A-147A			
Walls	14.43	10	144.3
STAIRCASE: A-118			
Walls	51.7	10	517
STAIR/ELEVATOR LOBBY: A-136			
Walls	56.88	10	568.8
LOBBY: A-139			
Walls	78.6	10	786
MAIL ROOM: A-144			
Walls	32.97	10	329.7
COPY ROOM: A-142			
Walls	32.97	10	329.7
RECEPTION: A-143			
Walls	38.62	10	386.2
VESTIBULE: A-138			
Walls	54.56	10	545.6
VESTIBULE: A-140			
Walls	54.56	10	545.6
CORRIDOR: A-145			
Walls	62.23	10	622.3
WAITING AREA: A-109			
Walls	48.49	10	484.9
CORRIDOR: P-104			
Walls	128.56	10	1285.6
CLERK OFFICE: 101			
Walls	55	10	550

CLERK OFFICE: 101				
Walls	116.2	10	1162	
Doors Frames	50.16			
CLERK OFFICE: 104				
Walls	116.2	10	1162	
CLERK CONFERENCE: 107A				
Walls	43.14	10	431.4	
CLERK STORAGE: 107				
Walls	30.64	10	306.4	
COURT STORAGE: 106				
Walls	35.33	10	353.3	
OFFICE: A-154				
Walls	43	10	430	
JUDGES CHAMBER: A-155				
Walls	45	10	450	
CLOSET: A-157				
Walls	14.49	10	144.9	
HEARING CHAMBER: A-147				
Walls	184.64	10	1846.4	
HEARING CHAMBER: A-147				
Walls	95.34	10	953.4	
TOTAL				20,023.70



Brockwell & Carrington Contractors, Inc.

General Contractors • Construction Management • Construction Consulting

Specializing in Commercial, Industrial and Institutional

Change Order # 8

Michael Bryson
USA Architects
20N. Doughty Ave.
Somerville, NJ 08876

Date Submitted: 5/9/2024
Date Required: ASAP

Dear Mr. Bryson
Please see the following costs

SUBJECT: NBER- Bulletin #9 - Electrical Costs

Scope: This COR includes pricing for the work associated with the Electrical Costs per Bulletin #9 issued by USA Architects.

Please see attached change order from :

Positive Electric				
Material & Labor	(see attached)		\$241,178.00	\$ 265,295.80
OH&P		10%	\$ 24,117.80	

Subcontractor Performed Work Total \$265,295.80

B&C OH&P 5% \$ 13,264.79

Change Order Subtotal \$278,560.59

Bond 1% \$2,785.61

Insurance 1% \$2,785.61

Change Order Total: \$284,131.80

Sincerely,

Brittany Dassatti

Project Manager & Resources Manager

Date: 5/9/2024



Michael Gingerelli Inc.
 241 Cedar Knolls Road, Unit A
 Cedar Knolls, NJ 07927

PROPOSAL/CONTRACT

DATE	NUMBER
5/9/2024	10237

Brockwell & Carrington Contractors, Inc.
 1 Como Court
 Towaco, NJ 07082

DESCRIPTION

Location : 710 Hermann Rd, North Brunswick, NJ 08902
 Job : North Brunswick Municipal
 Description : Bulletin 9
 BASE BID \$241,178

EXCLUSIONS :

- L-3 lights in chambers
- Fire alarm work of any kind
- Testing of Generator
- Front vestibule (A-140, A-138)
- Lights in detention cooridor, shipping, or recieving areas
- Bid based on E drawings dated 4/25/2024 only unless otherwise noted in this proposal.
- Fire stop not included.
- Fire Alarm work of any kind is not included.
- Disposal not included.
- Price pending approval of submittals.
- Price based on regular working hours only.
- Price based on this proposal only.
- Permit cost not included.
- Floor cut and patch not included.
- Security work of any kind is not included.

TAX (6.625%)

TOTAL



Michael Gingerelli Inc.
 241 Cedar Knolls Road, Unit A
 Cedar Knolls, NJ 07927

PROPOSAL/CONTRACT

DATE	NUMBER
5/9/2024	10237

Brockwell & Carrington Contractors, Inc.
 1 Como Court
 Towaco, NJ 07082

DESCRIPTION

Description :

Job bid as per plan E-400 dated 4/25/2024

Remove and replace 135 2x2 lights. L-2

Remove and replace 35 recessed lights. L-1

Removal of existing ceiling will be necessary to perform this work

Remove and replace 2 - 8' Soffit lights. L-3

Check existing outlets and switches in designated area. Repair at additional cost

Install nLight controller

1 main controller (NECY-MVOLT-BAC-ENC-GFXK)

14 switches (NPODMA-XX)

53 Sensors (NCM-PDT-10-RJB)

Remove and replace 10 exit signs. X6-AC

Install 10 temp lights in office area.

Install 5 stringer lights in hallways

TAX (6.625%)	\$0.00	TOTAL	\$0.00
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mikesr@positive-electric.co



CHIEF EXECUTIVE OFFICER

SUPPLEMENTAL CHANGE ORDER EXCEEDING 20 PERCENT OF THE ORIGINAL AWARD

Title: Municipal Complex – Remediation / Restoration

Vendor: Brockwell and Carrington

Contract: Public Works Contract

Method of Procurement: Competitively Bid

Brockwell and Carrington		Municipal Complex Façade Project	
Original Contract		\$	7,025,000.00
Change Order	Resolution		
Change Order 1	314-10.23	\$	109,582.27
Change Order 2	380-12.23	\$	421,724.46
Change Order 3	76-2.24	\$	39,012.78
Change Order 4	117-4.24	\$	555,784.80
		\$	1,126,104.31
Percentage			16%
Change Order 5		\$	870,959.84
Change Order 6		\$	284,131.80
		\$	1,155,091.64
Total		\$	9,306,195.95
Percentage			32%

Statement:

WHEREAS, in September of 2021, Under participation with the Garden State Municipal Joint Insurance Fund, Rapid Recovery was engaged as the contractor of record as paid directly via insurer, and initiated the demolition work after the flooding event, in addition to providing temporary climate control.

WHEREAS, at the recommendation of the Municipal Risk Management and affiliated professionals, Servpro, was brought in by the municipality under an emergency procurement in March of 2023, as successor to Rapid Recovery, to correct conditions associated with the interior climate control and continue demolition of damaged building components based on an approved Time and Material Contract.

WHEREAS, Servpro initiated transitioning from remediation to repair/reconstruction work, predominantly in the Police side of the building in July of 2023. However, the Township sought to move from emergency procurement to traditional procurement to ensure competitive pricing for work being performed and notified Servpro that scope was limited to completing work on the interior section under way for general conditions.

WHEREAS, in February of 2024, Servpro provided the Township with notification regarding matters with their main subcontractor and attempted to engage various subcontractors to complete said work.

WHEREAS, in February of 2024, professionals engaged by the Township providing construction oversight were also on site for competitively bid projects as part of the building restoration, including the Façade Project (Brockwell and Carrington), Roof/Gutter Project (Patriot Roofing), HVAC Project (Environmental Climate Control).

WHEREAS, in March of 2024, Township professionals including the Municipal Architect and Mechanical Engineer provided notification of progress level on the work under Servpro, now creating differing site conditions than anticipated for contractors on site performing work under competitively bid contracts.

WHEREAS, in April of 2024, T&M Associated, as the Mechanical Engineer, reviewed the unforeseen circumstances surrounding the work that was scheduled to be performed by Servpro, and determined an immediate resolution was required for the efficient completion of the work with other engaged contractors on site. Rendering execution of a new contract was determined to be an unreasonable interference with the efficient completion of the work impacted.

Citations: Fiscal Affairs Law / Local Public Contracts Law

5:30-11.3 General requirements for all change orders

(a) No changes in quantities, work performed, services rendered, materials, supplies or equipment delivered or provided shall be authorized, permitted or accepted except by the procedures established herein. All change orders unless otherwise stated in this subchapter shall be subject to the following: 1. Each change order shall be in writing and shall be numbered consecutively (beginning with number one) and attached to the original purchase order or contract for each project.

2. Change orders which result in payment reduction below the originally contracted price may be made by locally established procedure, provided that any change orders increasing cost on the same contract shall include reference to such reductions.

3. Quantities of items or work shall not be changed in such a manner as to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of contract award, if at said time the changes could have been reasonably foreseen.

4. Responsibility required by these rules to be exercised specifically by the governing body, including authorization of change orders, shall not be delegated except for minor field (site) modifications pursuant to N.J.A.C. 5:30-11.4.

5. Change orders may be executed by the representative appointed by the governing body but the responsibility for the authorization of change orders shall not be delegated by the governing body except for minor field (site) modifications pursuant to N.J.A.C. 5:30-11.4.

6. Change orders shall be used to change the number of units or items originally advertised and contracted for, provided that:

i. Unit prices or a price methodology were sought in the original specifications and included in the contract;

ii. The original specification and the contract included a provision that the unit prices could be so used; and

iii. If (a)6i and ii above were not contained in the original specification, a change order shall not be issued.

7. Change orders shall not be used to substantially change the quality or character of the items or work to be provided, inasmuch as such would have been a determining factor in the original bidding.

8. Change orders shall not serve the purpose of escalation clauses and, therefore, shall not be utilized to effectuate upward price adjustments.

9. Total number of change orders executed for a particular contract shall not cause the originally awarded contract price to be exceeded by more than 20 percent unless otherwise authorized by these rules.

10. If proposed change orders do exceed the 20 percent limitation of (a)9 above, no work shall be performed or purchases made until the procedures of N.J.A.C. 5:30-11.9 have been completed. If the governing body determines issuance of the change order is not justifiable, a new contract shall be executed in accordance with the Local Public Contracts Law.

11. Before authorizing any change orders resulting in additional expenditures, the availability of funds shall be certified in writing by the chief financial officer or certifying finance officer, as appropriate.

12. The 20 percent limitation of (a)9 above shall not apply to emergency situations as defined within N.J.S.A. 40A:11-6.

13. Change order authorizations shall not be withheld until the completion of the entire project.

40A:11-16.7. Changed conditions clauses for certain local public contracts

- a. A contract subject to this section shall include the following differing site conditions provisions:
- (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
 - (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
 - (3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
 - (4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
 - (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
 - (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- b. A contract subject to this section shall include the following suspension of work provisions:
- (1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
 - (2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional
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contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim. c. A contract subject to this section shall include the following change in character of work provisions: (1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice. (2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing. (3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work. (b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change. (4) As used in this subsection, "material

change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions: (1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor. (2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity. (b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity. (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item. (4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid. (b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity. (5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

March of 2023 - Summary from Contract authorization with Servpro

Emergency Resolution	December 2022: 340-12.22
Emergency Declaration date:	February 14, 2023
Servpro Resolution	March 2023: 98-3.23

Local Public Contracts Law N.J.S.A. 40A:11-6 et seq. / N.J.A.C. 5:34-6.1 et seq.

Any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services.

The official in charge of the agency wherein the emergency occurred, or such other officer or employee as may be authorized to act in place of that official, shall notify the purchasing agent of the need for the performance of a contract, the nature of the emergency, the time of its occurrence and the need for invoking this section. Such notification is reduced to writing and filed with the purchasing agent as soon as practicable as detailed herein below. The governing body of the contracting unit shall take such action as shall be required to provide for the payment of the contract price.

Summary:

WHEREAS, Hurricane Ida impacted New Jersey on Wednesday, September 1, 2021, bringing severe weather conditions, including strong winds and heavy and sustained rainfall in some areas; and

WHEREAS, on Thursday, September 2, 2021, the Mayor for the Township declared a State of Emergency for the municipality due to the severe damage caused by the storm to municipal facilities, infrastructure, and equipment, including the Municipal Complex; and

WHEREAS, in September of 2021, Rapid Recovery was engaged under the Garden State Joint Insurance Fund to begin remediation efforts, with subcontractors working on various remediation and restoration efforts, including Air Exchange for Heating, Ventilation, Air Conditioning ("HVAC") work; and

WHEREAS, in October and November of 2021, various departments operating out of the Municipal Complex were relocated to temporary locations due to the extensive damage caused by the storm; and

WHEREAS, in December of 2021, Peter Campisano with USA Architects was engaged to assist municipal officials in developing an agreed project scope for

the exterior restoration of the Municipal Complex, working with representatives from FEMA and the Garden State Joint Insurance Fund (“JIF”); and

WHEREAS, in January of 2022, preliminary findings regarding necessary repairs to restore the exterior of the Municipal Complex to current construction code standards were discussed with elected and municipal officials, and shared with insurance claim representatives and FEMA; and

WHEREAS, in April of 2022, weekly sessions were established with various representatives for the Joint Insurance Fund, excess carrier, and reinsurance party members to seek written approval and direction on outstanding remediation/restoration expenses; and

WHEREAS, in May of 2022, a \$3,000,000 Bond Ordinance was adopted to enable the Township to proceed with the replacement of the Municipal Complex roof and gutter system while under claim review; and

WHEREAS, in June of 2022, M&E Engineers, Inc. was engaged to provide a review and recommendation for items associated with the replacement of chillers and air handlers at the Municipal Complex; and

WHEREAS, in August of 2022, a separate temporary heating, ventilation, and air conditioning system were installed in a section of the Police Department for identified police use due to the prolonged absence of climate control in the Municipal Complex; and

WHEREAS, in September 2022, a \$10,000,000 Bond Ordinance was adopted to enable the Township to continue remediation/restoration efforts, including funds for engaging various professionals to review insurance claim report findings and assist with the claim process; and

WHEREAS, in October of 2022, a competitive contract was awarded to Patriot Roofing for the Municipal Complex Roof and Gutter Replacement Project; and

WHEREAS, in October of 2022, claims administration services were contracted to assist with the documentation and submission process due to the complexity of the claim for the Municipal Complex; and

WHEREAS, in December of 2022, a meeting was held to address concerns with little progression on the claim, attended by municipal officials, legal representatives, and representatives from the Garden State Municipal Joint Insurance Fund; and

WHEREAS, in December of 2022, additional assistance from USA Architects and BDO USA, LLP was engaged to further support remediation and restoration efforts and claims administration services, respectively; and

WHEREAS, in December of 2022, due to the prolonged absence of climate control in the Municipal Complex, an emergency declaration was made to authorize contracts with capable vendors to secure temporary climate conditions within the facility; and

WHEREAS, in January of 2023, BDO USA, LLP was engaged to assist with coordination with Emergency Management officials at the State and FEMA, seeking reimbursement for restoration expenses and under the FEMA Public Assistance Program for mitigation efforts; and

WHEREAS, in January of 2023, Hillmann Consulting was engaged to provide an analysis and report on environmental conditions within the facility, including the exterior façade; and

WHEREAS, in February of 2023, based on findings regarding components of the HVAC system, additional work was determined to be required to develop a plan for the restoration of boilers and related piping, and amendments were made to components of the chillers and air handlers; and

WHEREAS, on March 6, 2023, Servpro Disaster Recovery Services was authorized to replace Rapid Recovery for the remediation and restoration of the Municipal Complex, based on an approved Time and Material Rate Schedule; and

WHEREAS, Rapid Recovery was notified to cease additional work on the building associated with the claim, and to reconcile final invoicing and coordinate the transfer of equipment and components.
