ORIDNANCE NO. 17-15

AN ORDINANCE AUTHORIZING THE CITY OF OCEAN CITY TO CONVEY ITS INTEREST IN THE LAND KNOWN AS BLOCK 611.11, LOTS 122 and 131 TO NICHOLAS TALOTTA, SR. (50% OWNER) AND THE FAMILY TRUST CREATED BY THE VERONICA P. TALOTTA REVOCABLE TRUST AGREEMENT DATED NOVEMBER 13,2008 (50% OWNER) IN EXCHANGE FOR A DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION EASEMENT

BE IT ORDIAINED by the Mayor and council of the City of Ocean City, County of Cape May, State of New Jersey, as follows: Section 1. Findings of Fact.

A. Nicholas Talotta is a Plaintiff in the matter of Petrozzi, *el als* v. City of Ocean City *el als.*, pending in the Superior Court of New Jersey under Docket No. CPM-L-218-05 ("the Petrozzi suit"); and ,

B. Daniel T. Hughes and Phyllis M. Hughes ("the Hughes") are also Plaintiffs in the Petrozzi suit; and,

C. Nicholas Talotta, Sr., individually (50% owner) and the Family Trust created by the Veronica P. Talotta Revocable Trust Agreement dated November 13, 2008 (50% owner) (collectively, "the Talottas") are the owners of the real property shown on the current tax map of the City of Ocean City as Block 3401, Lot 15 commonly known as 3422-3424 Wesley Avenue ("the Talotta Home"); and,

D. The City of Ocean City ("the City") owns a portion of vacated Wesley Avenue which is contiguous to the Talotta Home, comprised of two (2) 40' x 50' unimproved beach lots shown on the City's current tax map as Block 611.11, Lots 122 and 131 ("the Vacated Wesley Avenue Lots"); and,

E. The City has a Perpetual Storm Damage Reduction Easement over the Vacated Wesley Avenue Lots but does not otherwise need them for public use; and,

F. The Vacated Wesley Avenue Lots cannot be developed under the Ocean City Zoning Ordinances and have market nominal value; and,

G. Pursuant to N.J.S.A. 40A:12-13, the City has confirmed in writing that no owner of property contiguous to the Vacated Wesley Avenue Lots, other than the Talottas is interested in acquiring said Lots; and,

H. The Talottas and the Hughes have agreed to settle the claims they asserted in the Petrozzi suit and dismiss all of their claims arising in and from the facts asserted therein in exchange for a conveyance of the Vacated Wesley Avenue Lots from the City to the Talottas; and,

I. The City is authorized to transfer the Vacated Wesley Avenue Lots to the Talottas by N.J.S.A.40A:12-13(b)(5); and,

J. The Talottas are the owners of that beach lot known as Block 3400, Lot 5 ("the Talotta Beach Lot"); and,

K. The City is in need of a Perpetual Storm Damage Reduction Easement over the Talotta Beach Lot for future beach maintenance and nourishment; and,

L. As pary of the settlement of the claims of Nicholas Talotta and the claims of the Hughes in the Petrozzi suit, and as consideration for the conveyance of the Vacated Wesley Avenue Lots to the Talottas, the Talottas have agreed to grant to the City a Perpetual Storm Damage Reduction Easement over the Talotta Beach Lot;

M. It is in the best interests of the City of Ocean City to resolve the Petrozzi Suit and to obtain a Perpetual Storm Damage Reduction Easement over the Talotta Beach Lot; and, Section 2. Authorizing Sale of the Property.

The City of Ocean City is hereby authorized to convey to Nicholas Talotta, Sr., individually (50% owner) and the Family Trust created by the Veronica P. Talotta Revocable Trust Agreement dated November 13, 2008 (50% owner) all of its right, title of interest, if any, in and to the land shown on the current tax map of the City of Ocean City as Block 611.11, Lots 122 and 131. The descriptions of the property to be conveyed are set forth on the attached Exhibit A, and the property is depicted on the Exhibit B. The Mayor or his designee is hereby authorized to execute appropriate documents to effectuate the sale.

Section 3.

If any portion of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect the remaining portions of the ordinance which shall remain in full force and effect.

Section 4.

This Ordinance shall take effect in the time and manner prescribed by law.

_____
Jay A. Gillian Mayor

_____
Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey at a meeting of said Council held on the _____ day of August, 2017 and was taken up for a second reading and final passage at a meeting of said Council held on the _____ day of September, 2017 in Council Chambers, City Hall, Ocean City, New Jersey, at 7:00 o'clock in the evening.

_____
Melissa G. Bovera, City Clerk

EXHIBIT A

TRACT 1

BEING a vacated portion of Wesley Avenue that adjoins Lot 15 in Block 3401 as vacated by Ordinance No. 1121 of the City of Ocean City recorded in Ordinance Book 2 of Vacations, page 341.

BEING designated as Lot 131 in Block 611.11 on the tax map of the City of Ocean City.

TRACT 2

BEING a vacated portion of Wesley Avenue that adjoins Lot 5 in Block 3400 as vacated by Ordinance No. 1121 of the city of Ocean City recorded in Ordinance Book 2 of Vacations page 341.

BEING designated as Lot 122 in Block 611.11 on the tax map of the City of Ocean City.

BEING the same land conveyed to the City of Ocean City by L. Dexter Faunce and Joan L. Faunce by deed dated December 17, 2013 and recorded in the Office of the Clerk of Cape May County on December 20, 2013 in Deed Book 3564, Page 506, #100.

EXHIBIT B

EXHIBIT B

Owned by Nicholas Talotta (50%) and The Veronica Talotta Rev. Trust (50%)

Owned by The City of Ocean City

Owned by Nicholas Talotta (50%) and The Veronica Talotta Rev. Trust (50%)

Beach Easement not required for this parcel.

Beach Easements in place on these parcels. This ordinance includes conveyance of these beach lots to the Talottas.

Beach Easement needed but not in place on this parcel. This ordinance includes conveyance of Beach Easement to the City.

*Not to scale. Lots sizes are according to Tax Map.

ORDINANCE #17-16

AN ORDINANCE REVISING CHAPTER XXI, FLOOD DAMAGE PREVENTION, OF THE REVISED GENERAL ORDINANCES OF THE CITY OF OCEAN CITY, NEW JERSEY (2017 Update)

BE IT ORDAINED by the Mayor and City Council of the City of Ocean City, County of Cape May, State of New Jersey, as follows:

Section 1.

THE FLOOD DAMAGE PREVENTION ORDINANCE

Required changes highlighted in BLUE

Unique and to be revised data highlighted in YELLOW

SECTION 1.0
21-1 STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

21-1.1 STATUTORY AUTHORIZATION

The Legislature of the State of New Jersey has in N.J.S.A. 40:48-1,et seq., delegated the responsibility to local governmental units to adopt regulations designed to promote public health, safety, and general welfare of its citizenry. Therefore, the City Council of the City of Ocean City of Cape May County, New Jersey does ordain as follows:

21-1.2 FINDINGS OF FACT

a) The flood hazard areas of the City of Ocean City are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
b) These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazard which increase flood heights and velocities, and when inadequately anchored, causes damage in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

21-1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

a) Protect human life and health;
b) Minimize expenditure of public money for costly flood control projects;
c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
d) Minimize prolonged business interruptions;
e) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, bridges located in areas of special flood hazard;
f) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
g) Ensure that potential buyers are notified that property is in an area of special flood hazard; and
h) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

21-1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

a) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
b) Requiring that uses vulnerable to floods including facilities which serve such uses, be protected against flood damage at the time of initial construction;
c) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

d) Controlling filling, grading, dredging, and other development which may increase flood damage; and,
e) Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 21-2.0
DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

Advisory Base Flood Elevation (ABFE) - The elevation shown on a community's Advisory Flood Hazard Area Map that indicates the advisory stillwater elevation plus wave effect (ABFE = SWEL + wave effect) resulting from a flood that has a one percent (1 %) or greater chance of being equaled or exceeded in any given year.

Advisory Flood Hazard Area (AFHA) - The land in the floodplain within a community subject to flooding from the one percent (1 %) annual chance event depicted on the Advisory Flood Hazard Area Map.

Advisory Flood Hazard Area Map - The official map on which the Federal Emergency Management Administration has delineated the areas of advisory flood hazards applicable to the community.

AO Zone- Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

AH Zone- Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone

Appeal — A request for a review of the City's Construction Official's interpretation of any provision of this ordinance or a request for a variance.

Area of Shallow Flooding — A designated AO or AH zone on a community's Digital Flood Insurance Rate Map (DFIRM) with a one percent annual or greater chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard — Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone V, VE, V1-30, A, AO, A1-A30, AE, A99, or AH.

Base Flood — A flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) – The flood elevation shown on a published Flood Insurance Study (FIS) including the Flood Insurance Rate Map (FIRM). For zones AE, AH, AO, and A1-30 the elevation represents the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year. For zones VE and V1-30 the elevation represents the stillwater elevation (SWEL) plus wave effect (BFE = SWEL + wave effect) resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

Basement — Any area of the building having its floor subgrade (below ground level) on all sides.

Best Available Flood Hazard Data - The effective Flood Insurance Risk Maps or most recent Advisory Flood Hazard Area Maps FEMA has provided.

Best Available Flood Hazard Data Elevation - Is depicted on the effective FIRM or FIS, or an Advisory Flood Hazard Area Map or Advisory FIS.

Breakaway Wall — A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation system.

Coastal A Zone – The portion of the Special Flood Hazard Area (SFHA) starting from a Velocity (V) Zone and extending up to the landward Limit of the Moderate Wave Action delineation. Where no V Zone is mapped the Coastal A Zone is the portion between the open coast and the landward Limit of the Moderate Wave Action delineation. Coastal A Zones may be subject to wave effects, velocity flows, erosion, scour, or a combination of these forces. Construction and development in Coastal A Zones is to be regulated the same as V Zones/Coastal High Hazard Areas.

Coastal High Hazard Area — An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Development — Any man made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials located within the area of special flood hazard.

Digital Flood Insurance Rate Map (DFIRM) — The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Elevated Building — A non-basement building (i) built, in the case of a building in an Area of Special Flood Hazard, to have the top of the elevated floor or, in the case of a building in a Coastal High-Hazard Area or Coastal A Zone, to have the bottom of the lowest horizontal structural member of the elevated floor, elevated above the base flood elevation plus freeboard by means of piling, columns (posts and piers), or shear walls parallel to the flow of the water, and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood up to the magnitude of the base flood. In an Area of Special Flood Hazard "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In Areas of Coastal High Hazard and Coastal A Zones "elevated buildings" also includes a building otherwise meeting the definition of "elevated building" even though the lower area is enclosed by means of breakaway walls.

Erosion — The process of gradual wearing away of land masses.

Existing Manufactured Home Park or Subdivision — A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Flood or Flooding — A general and temporary condition of partial or complete inundation of normally dry land areas from:

a) The overflow of inland or tidal waters and/or
b) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM) — The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) — The official report in which the Federal Insurance Administration has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

Floodplain Management Regulations — Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing — Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Freeboard — A factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Highest Adjacent Grade — The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

Historic Structure — Any structure that is:

a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
c) Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
    (1) By an approved State program as determined by the Secretary of the Interior; or
    (2) Directly by the Secretary of the Interior in States without approved programs.

Limit of Moderate Wave Action (LiMWA) – Inland limit of the area affected by waves greater than 1.5 feet during the Base Flood. Base Flood conditions between the V Zone and the LiMWA will be similar to, but less severe than those in the V Zone.

Lowest Floor — The lowest floor of the lowest enclosed area [including basement]. An unfinished or flood resistant enclosure, useable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so to render the structure in violation of other applicable non-elevation design requirements of 44 CFR Section 60.3.

Manufactured Home — A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Manufactured Home Subdivision — A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

New Construction — Structures for which the start of construction commenced on or after the effective date of a floodplain regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision — A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by the municipality.

Primary Frontal Dune — A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves from coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from the relatively steep slope to a relatively mild slope.

Recreational Vehicle — A vehicle which is [i] built on a single chassis; [ii] 400 square feet or less when measured at the longest horizontal projections; [iii] designed to be self-propelled or permanently towable by a light duty truck; and [iv] designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand Dunes — Naturally occurring or man-made accumulations of sand in ridges or mounds landward of the beach.

Start of Construction — For other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. No. 97-348) includes substantial improvements and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site such as the pouring of a slab or footings, the installation of pilings, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings or piers, or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure — A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

Substantial Damage — Damage of any origin sustained by a structure whereby the cost of restoring the structure to its condition before damage would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement — Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

a) Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
b) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

Variance — A grant of relief from the requirements of this ordinance that permits construction in a manner that would otherwise be prohibited by this ordinance.

Violation — The failure of a structure or other development to be fully compliant with this ordinance. A new or substantially improved structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

SECTION 21-3.0
GENERAL PROVISIONS

21-3.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all areas of special flood hazards within the jurisdiction of the City of Ocean City, Cape May County, New Jersey.

21-3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard for the City of Ocean City, Community No. 345310, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:

a) A scientific and engineering report "Flood Insurance Study, Cape May County, New Jersey (All Jurisdictions)" dated October 5, 2017.
b) "Flood Insurance Rate Map for Cape May County, New Jersey (All Jurisdictions)" as shown on Index and panel(s) 34009C0069F, 34009C0088F, 34009C0086F 34009C0087F, 34009C0089F, 34009C0093F, 34009C0091F, 34009C0176F, 34009C0157F, 34009C0159F, whose effective date is October 5, 2017.
c) Best Available Flood Hazard Data. These documents shall take precedence over effective panels and FIS in construction and development regulations only. Where the

effective mapping or Advisory Base Flood Elevation conflict or overlap, whichever imposes the more stringent requirement shall prevail.

The above documents are hereby adopted and declared to be a part of this ordinance. The Flood Insurance Study, maps and advisory documents are on file at 115 E 12th Street, Ocean City, New Jersey.

21-3.3 PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than five hundred ($500) or imprisoned for not more than ninety (90) days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Ocean City from taking such other lawful action as is necessary to prevent or remedy any violation.

21-3.4 ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and other ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

21-3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

a) Considered as minimum requirements;
b) Liberally construed in favor of the governing body; and,
c) Deemed neither to limit nor repeal any other powers granted under State statutes.

21-3.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.

This ordinance shall not create liability on the part of the City of Ocean City, any officer or employee thereof or the Federal Insurance Administration, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

21-3.7 CREATION AND MAINTENANCE OF A DUNE SYSTEM

In order to create and maintain a unified dune system, the City hereby adopts as its policy the report of Coastal and Marina Engineering Consultants, Inc. entitled "A Dune Establishment and Maintenance Program for the City of Ocean City, New Jersey" dated June 1, 1988. The creation and maintenance of sand dunes consistent with said report is hereby authorized, notwithstanding the provisions of any ordinance, including provisions of this Chapter to the contrary. The alteration of any existing sand dunes in order specifically to create and maintain other existing or new dunes is hereby authorized, provided the said alteration will not increase the flood potential of the property behind the sand dune so altered, and further provided that said action is undertaken by appropriate representatives of the City of Ocean City. (Ord. #13-31, § 21-3.7)

SECTION 21-4.0
ADMINISTRATION

21-4.1 ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be obtained before construction or development begins, including placement of manufactured homes, within any area of special flood hazard established in section 21-3.2. Application for a Development Permit shall be made on forms furnished by the City's Construction Official and may include, but not be limited to; plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

a) Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures;
b) Elevation in relation to mean sea level to which any structure has been floodproofed.
c) Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in section 21-5.2-2; and,
d) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

21-4.2 DESIGNATION OF THE LOCAL ADMINISTRATOR

The City's Construction Official is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

21-4.3 DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the City's Construction Official shall include, but not be limited to:

A. PERMIT REVIEW

1. Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
2. Review all development permits to determine that all necessary permits have been obtained from those Federal, State or local governmental agencies from which prior approval is required.
3. Review all development permits in the coastal high hazard and Coastal A Zone area of the area of special flood hazard to determine if the proposed development alters sand dunes or other natural coastal protections so as to increase potential flood damage.
4. Review plans for walls to be used to enclose space below the base flood level in accordance with section 21-5.3-2 d).

B. USE OF OTHER BASE FLOOD DATA

When base flood elevation data has not been provided in accordance with section 21-3.2, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, the City's Construction Official shall obtain, review, and reasonably utilize any base flood elevation data available from a Federal, State or other source, in order to administer sections 21-5.2-1, SPECIFIC STANDARDS, RESIDENTIAL CONSTRUCTION, and 21-5.2-2, SPECIFIC STANDARDS, NONRESIDENTIAL CONSTRUCTION.

C. INFORMATION TO BE OBTAINED AND MAINTAINED

1. Obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
2. For all new or substantially improved floodproofed structures:
   (a) Verify and record the actual elevation (in relation to mean sea level); and
   (b) Maintain the floodproofing certifications required in section 21-4.1c.
3. In coastal high hazard and Coastal A Zone areas, certification shall be obtained from a registered professional engineer or architect that the provisions of 21-5.3-2 a) and 21-5.3-2 b) a. and b. are met.
4. Maintain for public inspection all records pertaining to the provisions of this ordinance.

21-4.3-4 ALTERATION OF WATERCOURSES

a) Notify adjacent communities and the New Jersey Department of Environmental Protection, Bureau of Flood Control and the Land Use Regulation Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
b) Require that maintenance is provided within the altered or relocated portion of said watercourse so the flood carrying capacity is not diminished.

21-4.3-5 SUBSTANTIAL DAMAGE REVIEW

a) After an event resulting in building damages, assess the damage to structures due to flood and non-flood causes.
b) Record and maintain the flood and non-flood damage of substantial damage structures and provide a letter of Substantial Damage Determination to the owner and the New Jersey Department of Environmental Protection, Bureau of Flood Control.

c) Ensure substantial improvements meet the requirements of sections 5.2-1, SPECIFIC STANDARDS, RESIDENTIAL CONSTRUCTION, 5.2-2, SPECIFIC STANDARDS, NONRESIDENTIAL CONSTRUCTION and 5.2-3, SPECIFIC STANDARDS, MANUFACTURED HOMES.

21-4.3-6 INTERPRETATION OF FIRM BOUNDARIES

Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in section 4.4.

21-4.4 VARIANCE PROCEDURE

A. APPEAL BOARD

1. The Ocean City Planning Board shall serve as Ocean City's Flood Damage Prevention Appeal Board and ~~as established by City Council~~ shall hear and decide appeals and requests for variances from the requirements of this ordinance.

(a) Notice of Applications.

(1) Applications for appeal of decisions of the Construction Code Official, and applications for variances shall be filed with the Secretary to the Appeal Board. The application for appeal shall be filed on forms provided by the Appeal Board. When presenting the application, the applicant shall provide ten (10) copies of any plans, drawings, surveys, reports or other written documents upon which the applicant relied when seeking a development permit.

(2) Notice of hearing for a variance pursuant to paragraph 21-4.4A(1)(2) shall be given to the owners of all real property as shown on the current tax duplicates, located within two hundred (200') feet in all directions of the property which is the subject of such hearing; provided that this requirement shall be deemed satisfied by notice to the (1) condominium association, in the case of any unit owner whose unit has a unit above or below it, or (2) horizontal property regime, in the case of any co-owner whose apartment has an apartment above or below it. Notice shall be given by: (1) serving a copy thereof on the property owner as shown on the said current tax duplicate, or his agent in charge of the property, or (2) mailing a copy thereof by certified mail to the property owner at his address as shown on the said current tax duplicate.

Notice to a partnership owner may be made by service upon any partner. Notice to a corporate owner may be made by service upon its president, a vice president, secretary or other person authorized by appointment or by law to accept service on behalf of the corporation. Notice to a condominium association, horizontal property regime, community trust or homeowners' association, because of its ownership of common elements or areas located within two hundred (200') feet of the property which is the subject of the hearing, may be made in the same manner as to a corporation without further notice to unit owners, co-owners, or homeowners on account of such common elements or areas.

(3) Upon the written request of an applicant the Tax Assessor of Ocean City shall, within seven (7) days, make and certify a list from said current tax duplicates of names and addresses of owners to whom the applicant is required to give notice pursuant to paragraph a,1(a)(2) of this subsection. The applicant shall be entitled to rely upon the information contained in such list, and failure to give notice to any owner not on the list shall not invalidate any hearing or proceeding. A sum not to exceed twenty-five ($.25) cents per name, or ten ($10.00) dollars, whichever is greater, may be charged for such list.

(4) The applicant shall file an affidavit of proof of service with the Appeal Board holding the hearing on a variance.

(5) Following the receipt of a completed appeal application, the Appeal Board shall meet and consider the applicable within forty-five (45) days.

(b) Hearing.

(1) The Appeal Board shall make the rules governing hearings. Any applications, maps, surveys or other documents filed in connection with an application shall be available for public inspection at least ten (10) days before the date of the hearing, during normal business hours in the office of the Construction Code Official. The applicant may produce other documents, records, or testimony at the hearing to substantiate or clarify or supplement the previously filed maps and documents.

(2) The officer presiding at the hearing or such person as he may designate shall have power to administer oaths.

(3) The testimony of all witnesses relating to an application for development shall be taken under oath or affirmation by the presiding officer, and the right of cross-examination shall be permitted to all interested parties through their attorneys, if represented, or directly, if not represented, subject to the discretion of the presiding officer and to reasonable limitations as to time and number of witnesses.

(4) Technical rules of evidence shall not be applicable to the hearing, but the Appeal Board may exclude irrelevant, immaterial or unduly repetitious evidence.

(5) The Appeal Board shall provide for the verbatim recording of the proceedings by either stenographer, mechanical or electronic means. The Appeal Board shall furnish a transcript, or duplicate recording in lieu thereof, on request to any interested party at his expense.

(6) The Appeal Board shall include findings of fact and conclusions based thereon, in each decision on any appeal or variance request. Said findings and conclusions shall be reduced to writing.

[a] A memorializing resolution shall be adopted at a meeting held not later than forty-five (45) days after the date of the meeting at which the Appeal Board voted to grant or deny approval. Only members of the Appeal Board who voted for the action taken may vote on the memorializing resolution, and the vote of a majority of such members present at the meeting at which the resolution is presented for adoption shall be sufficient to adopt the resolution. If the Appeal Board fails to adopt a resolution or memorializing resolution as hereinabove specified, any interested party may apply to the Superior Court in a summary manner for an order compelling the Appeal Board to reduce its findings and conclusions to writing within a stated time.

(7) A copy of the decision shall be mailed by the Appeal Board within ten (10) days of the date of decision to the applicant or, if represented, then to his attorney, without separate charge, and to all who request a copy of the decision, for a reasonable fee. A copy of the decision shall also be filed by the Appeal Board in the office of the Construction Code Official. The Construction Code Official shall make a copy of such filed decision available to any interested party for a reasonable fee and available for public inspection at his office during reasonable hours.

(c) Scope of Review.

(1) The scope of review of any appeal taken to the Appeal Board by an applicant shall be those set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-70. In hearing and deciding such appeals, the Appeal Board shall consider those factors set forth in subsection 21-4.3a. of this Chapter.

2. The Flood Damage Prevention Appeal Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the City's Construction Official in the enforcement or administration of this ordinance.

3. Those aggrieved by the decision of the Flood Damage Prevention Appeal Board, or any taxpayer, may appeal such decision to the Superior Court of New Jersey, as provided in statute.

4. In passing upon such applications, the Flood Damage Prevention Appeal Board, shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:
   (a) The danger that materials may be swept onto other lands to the injury of others;
   (b) The danger to life and property due to flooding or erosion damage;
   (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
   (d) The importance of the services provided by the proposed facility to the community;
   (e) The necessity to the facility of a waterfront location, where applicable;
   (f) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
   (g) The compatibility of the proposed use with existing and anticipated development;
   (h) The relationship of the proposed use to the comprehensive plan and floodplain management program of that area;

(i) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(j) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and,

(k) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

5. Upon consideration of the factors of section 21.4.4(a)4 and the purposes of this ordinance, the Flood Damage Prevention Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

6. The City's Construction Official shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Insurance Administration upon request.

B. CONDITIONS FOR VARIANCES

1. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (a) – (k) in section 21-4.4(a)4 have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

2. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

4. Variances shall only be issued upon:

a. A showing of good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and,

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in section 21-4.4(a)4, or conflict with existing local laws or ordinances.

5. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

SECTION 21-5.0
PROVISIONS FOR FLOOD HAZARD REDUCTION

21.5.1 GENERAL STANDARDS

In all areas of special flood hazards, compliance with the applicable requirements of the Uniform Construction Code (N.J.A.C. 5:23) and the following standards, whichever is more restrictive, is required:

21-5.1-1 ANCHORING

a) All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.

b) All manufactured homes to be placed or substantially improved shall be anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

21-5.1-2 CONSTRUCTION MATERIALS AND METHODS

a) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
b) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

21-5.1-3 UTILITIES

a) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
b) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters;
c) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding; and
d) For all new construction and substantial improvements the electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

21-5.1-4 SUBDIVISION PROPOSALS

a) All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage;
b) All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
c) All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage; and,
d) Base flood elevation data shall be provided for subdivision proposals and other proposed new development which contain at least fifty (50) lots or five (5) acres (whichever is less).

21-5.1-5 ENCLOSURE OPENINGS

All new construction and substantial improvements having fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria: A minimum of two (2) openings in at least two (2) exterior walls of each enclosed area, having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, or other covering or devices provided that they permit the automatic entry and exit of floodwaters.

21-5.2 SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data have been provided as set forth in section 21-3.2, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD or in section 21-4.3B, USE OF OTHER BASE FLOOD DATA, the following standards are required:

21-5.2-1 RESIDENTIAL CONSTRUCTION

a) For Coastal A Zone construction see section 21-5.3 COASTAL HIGH HAZARD AREA AND COASTAL A ZONE.
b) New construction and substantial improvement of any residential structure located in an A or AE zone shall have the lowest floor, including basement together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated at or above the best available flood hazard data elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 2-1, whichever is more restrictive;
c) Require within any AO or AH zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated above the depth number specified in feet plus one (1) foot, above the highest adjacent grade (at least three (3) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

21-5.2-2 NONRESIDENTIAL CONSTRUCTION

In an Area of Special Flood Hazard, all new construction and substantial improvement of any commercial, industrial or other nonresidential structure located in an A or AE zone (for Coastal A Zone construction see section 5.3 COASTAL HIGH HAZARD AREA AND COASTAL A ZONE) shall have the lowest floor, including basement, together with the attendant utilities and sanitary facilities as well as all electrical, heating, ventilating, air-conditioning and other service equipment:

either

a) Elevated to or above the best available flood hazard data elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 2-1, whichever is more restrictive; and
b) Require within any AO or AH zone on the municipality's DFIRM to elevate above the depth number specified in feet plus one (1) foot, above the highest adjacent grade (at least three (3) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures;

or

c) Be floodproofed so that below the best available flood hazard data elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 6-1, whichever is more restrictive, the structure is watertight with walls substantially impermeable to the passage of water;
d) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,
e) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of this subsection. Such certification shall be provided to the official as set forth in section 21-4.3C2(b).

21-5.2-3 MANUFACTURED HOMES

a) Manufactured homes shall be anchored in accordance with section 21-5.1-1 b).
b) All manufactured homes to be placed or substantially improved within an area of special flood hazard shall:
   i. Be consistent with the need to minimize flood damage,
   ii. Be constructed to minimize flood damage,
   iii. Have adequate drainage provided to reduce exposure to flood damage; and,
   iv. Be elevated on a permanent foundation such that the top of the lowest floor is at or above the best available flood hazard data elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 2-1, whichever is more restrictive; and,
   v. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

21-5.3 COASTAL HIGH HAZARD AREA AND COASTAL A ZONE

Coastal high hazard areas (V or VE Zones) and coastal A Zones are located within the areas of special flood hazard established in section 21-3.2. These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, the following provisions shall apply:

21-5.3-1 LOCATION OF STRUCTURES

a) All buildings or structures shall be located landward of the reach of the mean high tide.
b) The placement of manufactured homes shall be prohibited, except in an existing manufactured home park or subdivision.

21-5.3-2 CONSTRUCTION METHODS

a) ELEVATION

All new construction and substantial improvements shall be elevated on piling or columns so that:

i. The bottom of the lowest horizontal structural member of the lowest floor (excluding the piling or columns) is elevated to or above the best available flood hazard data elevation plus one (1) foot, or as required by ASCE/SEI 24-14, Table 4-1, whichever is more restrictive, and,
ii. All electrical, heating, ventilating, air-conditioning, mechanical equipment and other equipment servicing the building is elevated one (1) foot above base flood elevation; and,

iii. With all space below the lowest floor's supporting member open so as not to impede the flow of water, except for breakaway walls as provided or in section 21-5.3-2 d).

b) STRUCTURAL SUPPORT

i. All new construction and substantial improvements shall be securely anchored on piling or columns.

ii. The pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse or lateral movement due to the effects of wind and water loading values each of which shall have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

iii. Prohibit the use of fill for structural support of buildings within Zones V1-30, VE, V, and Coastal A on the community's FIRM.

c) CERTIFICATION

A registered professional engineer or architect shall develop or review the structural design specifications and plans for the construction and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for compliance with the provisions of section 21-5.3-2 a) and 21-5.3-2 b) i. and ii.

d) SPACE BELOW THE LOWEST FLOOR

i. Any alteration, repair, reconstruction or improvement to a structure started after the enactment of this ordinance shall not enclose the space below the lowest floor unless breakaway walls, open wood lattice-work or insect screening are used as provided for in this section.

ii. Breakaway walls, open wood lattice-work or insect screening shall be allowed below the base flood elevation provided that they are intended to collapse under wind and water loads without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Breakaway walls shall be designed for a safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions.

(i) breakaway wall collapse shall result from a water load less than that which would occur during the base flood and,

(ii) the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement or other structural damage due to the effects of wind and water load acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards.

iii. If breakaway walls are utilized, such enclosed space shall be used solely for parking of vehicles, building access, or storage and not for human habitation.

iv. Prior to construction, plans for any breakaway wall must be submitted to the Construction Code Official or Building Sub-Code Official for approval.

21-5.3-3 SAND DUNES

Prohibit man-made alteration of sand dunes within Coastal A Zones, VE and V Zones on the community's DFIRM which would increase potential flood damage.

SECTION 21-6.0
SEVERABILITY

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

SECTION 21-7.0

Any and all Ordinances inconsistent herewith are hereby repealed to the extent of their inconsistency.

SECTION 21-8.0

This Chapter shall take effect in the time and manner prescribed by law.

_____
Jay A. Gillian, Mayor

_____
Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on day of , 2017, and was taken up for a second reading and final passage at a meeting of said Council held on day of , 2017 in Council Chambers, City Hall, Ocean City, New Jersey at **7:00 o'clock** in the evening.

_____
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#1

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #17-13, 2017 ROAD IMPROVEMENT PROGRAM PHASE II

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #17-13, 2017 Road Improvement Program Phase II.

_____
Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, September 13, 2017 with the bid opening scheduled on Thursday, September 28, 2017 and an anticipated date of award on Thursday, October 12, 2017.

Files: RAU 17-13, 2017 Rd Imp Ph II.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

ADMINISTRATION

Emergency Management • Engineering and Construction • Humane Resource • Information Technology • Planning & Zoning • Purchasing

Memo

To: James Mallon

From: Arthur J. Chew, PE, PP, CFM, CME, CPWM

CC: Joseph Clark

Date: July 28, 2017

Re: Authorization to Bid 17-013 – 2017 Road Improvement Program – Phase 2

This project consists of milling and paving of several city blocks of roads as listed below. Along with the resurfacing of the roads, concrete curb, sidewalk, and gutter as well as some drainage improvements and traffic striping are included in the project. Below is a summary of the work to be performed on each road.

Central/Wesley Alley (900 Block from the Police Station to 8th Street) – The work on this road consists of but not limited to the following: removing the existing concrete alley and installing asphalt, grades will be adjusted to allow for positive drainage.

Asbury/Central Alley (400 Block) – The work on this road consists of but not limited to the following: removing the existing concrete alley and installing asphalt, grades will be adjusted to allow for positive drainage.

3rd Street (West Avenue to Atlantic Avenue) – The work on this road consists of but not limited to the following: resurfacing of the road surface as well as adjusting pavement grades and replacing existing concrete gutter as necessary to allow for positive drainage. The drainage on 3rd Street at the intersections will also be upgraded.

2nd Street (West Avenue to Atlantic Avenue) – The work on this road consists of but not limited to the following: resurfacing of the road surface as well as adjusting pavement grades and replacing existing concrete gutter as necessary to allow for positive drainage. The drainage on 2nd Street at the intersections will also be upgraded.

Asbury/Central Alley (200 Block) – The work on this road consists of but not limited to the following: resurfacing of the road surface as well as adjusting pavement grades to allow for positive drainage.

Asbury/Central Alley (100 Block) – The work on this road consists of but not limited to the following: resurfacing of the road surface as well as adjusting pavement grades to allow for positive drainage.

Central/Wesley Alley (200 Block) – The work on this road consists of but not limited to the following: resurfacing of the road surface as well as adjusting pavement grades to allow for positive drainage.

115 12th Street, OCEAN CITY, NJ 08226

PH: 609-399-6111 FAX: 609-525-2496

Printed on Recycled Paper

Central/Wesley Alley (100 Block) – The work on this road consists of but not limited to the following: resurfacing of the road surface as well as adjusting pavement grades to allow for positive drainage.

1st Street (West Avenue to Atlantic Avenue) – The work on this road consists of but not limited to the following: resurfacing of the road surface as well as adjusting pavement grades and replacing existing concrete gutter as necessary to allow for positive drainage. The drainage on 1st Street at the intersections will also be upgraded.

Wesley Avenue (1st Street to North Street) – The work on this road consists of but not limited to the following: removal of the concrete road surface, installation of an asphalt road surface, resurfacing of the shoulders as well as adjusting pavement grades and replacing existing concrete gutter as necessary to allow for positive drainage.

Wesley Road (North Street to Battersea Road) – The work on this road consists of but not limited to the following: removal of the concrete road surface, installation of an asphalt road surface, resurfacing of the shoulders as well as adjusting pavement grades and replacing existing concrete gutter as necessary to allow for positive drainage.

North Street (Asbury Avenue to Atlantic Avenue) – The work on this road consists of but not limited to the following: resurfacing of the road surface as well as adjusting pavement grades and replacing existing concrete gutter as necessary to allow for positive drainage. The drainage on 1st Street at the intersections will also be upgraded.

East Atlantic Boulevard (Beach Road to Surf Road) – The work on this road consists of but not limited to the following: Concrete curb will be installed along the eastern side of the road to separate the parking area and the cart path. Pavement grades will be adjusted to allow for positive drainage. A consistent road width will be established similar to the sections of the road to the north in order to clearly define travel paths for both motor vehicles and bicycles.

AJC

\\OCESERVER\NetworkShare\Engineering\3-Roads and Drainage\3-2017-013 2017 Road Improvement Program - Phase II\Letters\17-013 memo to authorize 17-07-28.doc

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #2

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #17-50, FURNISHING & INSTALLATION OF INDOOR CYCLING BIKES AT THE AQUATIC & FITNESS CENTER

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #17-50, Furnishing & Installation of Indoor Cycling Bikes at the Aquatic & Fitness Center.

_____
Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, August 30, 2017 with the bid opening scheduled on Tuesday, September 19, 2017 and an anticipated date of award on Thursday, September 28, 2017.

Files: RAU 17-13, 2017 Rd Imp Ph II.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #3

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #17-51, CONSTRUCTION OF A BOARDWALK BATHROOM FACILITY AT 6TH STREET

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #17-51, Construction of a Boardwalk Bathroom Facility at 6th Street.

_____
Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, August 30, 2017 with the bid opening scheduled on Tuesday, September 19, 2017 and an anticipated date of award on Thursday, September 28, 2017.

Files: RAU 17-51, 6th Street Restrooms.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #4

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #17-52, BRITTNEY DRIVE DRAINAGE IMPROVEMENTS

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #17-52, Brittney Drive Drainage Improvements.

_____
Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, August 30, 2017 with the bid opening scheduled on Tuesday, September 19, 2017 and an anticipated date of award on Thursday, September 28, 2017.

Files: RAU 17-52, Brittney Drive Drainage Impr.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#5

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #18-07, SUPPLY & DELIVERY OF POLICE & FIRE DEPARTMENT UNIFORMS

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #18-07, Supply & Delivery of Police & Fire Department Uniforms.

_____
Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, August 30, 2017 with the bid opening scheduled on Tuesday, September 26, 2017 and an anticipated date of award on Thursday, October 12, 2017.

Files: RAU 18-07, Supply & Delivery of Police & Fire Uniforms.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #6

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #18-15, 2018 IMPROVEMENTS TO VARIOUS PLAYGROUND FACILITIES

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #18-15, 2018 Improvements to Various Playground Facilities.

_____
Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, August 30, 2017 with the bid opening scheduled on Tuesday, September 19, 2017 and an anticipated date of award on Thursday, September 28, 2017.

Files: RAU 18-15, 2018 Playground Improvemnts.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

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ADMINISTRATION

Emergency Management • Engineering and Construction • Humane Resource • Information Technology • Planning & Zoning • Purchasing

Memo

To: James Mallon

From: Arthur J. Chew, PE, PP, CFM, CME, CPWM

CC: Joseph Clark

Date: August 2, 2017

Re: Authorization to Bid 18-15 – 2018 Improvements to Various Playground Facilities

---

This project includes the replacement of the playground equipment at the 8th Street playground and a portion of the playground equipment at North Street playground. The play surface for both sites is proposed to be a poured rubber play surface similar to the surface at the other City playgrounds. Also included in the 8th Street portion of the project is the replacement of the 2 basketball nets and backstops, and color coating the court surface.

At North Street, the piece of playground equipment for 5 to 12 year olds which was not replaced in the 2008 renovation will be replaced. The play area will be expanded to include another piece of playground equipment and then install a rubber play surface. Site work will also be included in the project for the installation of a seasonal restroom facility along the alley fence line. The restroom facility will be similar in fashion to the facility at the 15th Street playground.

AJC

\\OCESERVER\NetworkShare\Engineering\5-Public Facilities\Playgrounds\Various Playgrounds\18-015 2018 Improvements to Various Playground Facilities\Letters\18-15 memo to authorize 17-08-02.doc

115 12th Street, OCEAN CITY, NJ 08226
PH: 609-399-6111 FAX: 609-525-2496

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CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #7

AUTHORIZING THE AWARD OF CITY CONTRACT #17-45,
2017 BULKHEAD IMPROVEMENTS AT VARIOUS LOCATIONS - PHASE III

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-143 on Thursday, May 11, 2017 for City Contract #17-45, 2017 Bulkhead Improvements at Various Locations - Phase III; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, July 5, 2017, the Notice to Bidders and the specifications were posted on the City of Ocean City's website, www.ocnj.us and the specifications were distributed to twenty-four (24) prospective bidder(s) for City Contract #17-45, 2017 Bulkhead Improvements at Various Locations - Phase III; and

WHEREAS, bid proposals were opened for City Contract #17-45, 2017 Bulkhead Improvements at Various Locations - Phase III on Tuesday, August 8, 2017 and seven (7) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Jason J. Sieira, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent; and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #17-45, 2017 Bulkhead Improvements at Various Locations - Phase III be awarded to Ramson, Inc. D/B/A Atlantic Marine Construction, the lowest responsible bidder; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #17-45, 2017 Bulkhead Improvements at Various Locations - Phase III be and is hereby awarded to the following lowest responsible bidder:

Ramson, Inc. D/B/A Atlantic Marine Construction
P.O. Box 924
Cape May Court House, NJ 08210

Item	Description	Quantity		Amount	Total Amount
Base Bid					
1	Maintenance & Protection of Traffic	1	Lump Sum	$ 900.00	$ 900.00
2	Soil Erosion & Sediment Control	1	Lump Sum	$ 1,500.00	$ 1,500.00
3	18th Street Composite Bulkhead	1	Lump Sum	$ 127,500.00	$ 127,500.00
4	13th Street Composite Bulkhead	1	Lump Sum	$ 92,800.00	$ 92,800.00
5	2nd Street Composite Wailers and Tie Rods	1	Lump Sum	$ 112,675.00	$ 112,675.00
6	Dense Graded Aggregate Base Course, 6" Thick	250	S.Y.	$ 14.00	$ 3,500.00
7	Hot Mix Asphalt Base Course, Mix 19m64, 4.5" Thick	150	S.Y.	$ 28.00	$ 4,200.00
8	Hot Mix Asphalt Base Course, Mix 19m64, 3" Thick	125	S.Y.	$ 26.00	$ 3,250.00
9	Hot Mix Asphalt Surface Course, Mix 9.5m64, 1 1/2 " Thick	600	S.Y.	$ 30.00	$ 18,000.00
10	8" x 18" Concrete Vertical Curb	225	L.F.	$ 36.00	$ 8,100.00
11	Concrete Sidewalk, 4" Thick	75	S.Y.	$ 60.00	$ 4,500.00
12	Concrete Driveway, 6" Thick	50	S.Y.	$ 75.00	$ 3,750.00
13	18th Street, Site Restoration	1	Lump Sum	$ 4,800.00	$ 4,800.00
14	13th Street, Site Restoration	1	Lump Sum	$ 1,200.00	$ 1,200.00
15	2nd Street, Site Restoration	1	Lump Sum	$ 1,200.00	$ 1,200.00
16	Signs	14	S.F.	$ 59.00	$ 826.00
17	15" High Density Polyethylene Culvert Pipe	40	L.F.	$ 90.00	$ 3,600.00
18	18" High Density Polyethylene Culvert Pipe	80	L.F.	$ 110.00	$ 8,800.00
19	Inlets, Type "A"	3	Unit	$ 3,100.00	$ 9,300.00
20	Tide Check Valve, 18"	1	Unit	$ 5,700.00	$ 5,700.00
21	Reset Existing Casting	3	Unit	$ 400.00	$ 1,200.00
22	Reconstruct Manhole, Using New Casting	1	Unit	$ 6,800.00	$ 6,800.00

Total Amount Bid, Base Bid, Items 1 - 22:..... $ 424,101.00

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Ramson, Inc. D/B/A Atlantic Marine Construction, P.O. Box 924, Cape May Court House, NJ 08210 for City Contract #17-45, 2017 Bulkhead Improvements at Various Locations - Phase III as listed and in accordance with the specifications and the submitted bid proposal.

The Director of Financial Management certifies that funds are available and shall be charged to the following Capital Account #: C-04-55-303-010.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW 17-45 2017 Bulkhead Phase III.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION

SUMMARY OF BID PROPOSALS

BY THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

DATE RECEIVED: Tuesday, August 8, 2017 @ 2:00 PM, EDT
CITY CONTRACT #: 17-45
PROPOSAL NAME: 2017 Bulkhead Improvements at Various Locations - Phase III

Key: Apparent Low Bidder
Engineer's Estimate: $431,992.50

NAME, ADDRESS & BID OF EACH BIDDER	Albert Marine Construction	Ramson, Inc. dba Atlantic Marine Construction		R.A. Walters & Son Inc.	Walters Marine Construction, Inc.
	65 Pennsylvania Ave	P.O. Box 924	105 Harbor Inn Road	18 Hoffman Drive	414 Woodbine-Oceanview Rd
	Waretown, NJ 08758	Cape May Court House, NJ 08210	Bayville, NJ 08721	Cape May Court House, NJ 08210	Ocean View, NJ 08230
	Vicki Elisio-Albert	Edward Thomas	James Hannon	Richard A. Walters	David E. Southard
	P: 609-693-5524	P: 609-465-1925	P: 732-269-1333	P: 609-861-5955	P: 609-624-8702
	F: 609-971-5641	F: 609-465-1924	F: 732-269-4747	F: 609-861-5839	F: 609-624-8703
	albertmarine1@aol.com	eddie@atlanticmachines.net	jim@birdconstructionco.com	richardawalters@comcast.net	office@waltersmarineconstruction.com

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID													
1	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LUMP SUM	$ 1,969.00	$ 1,969.00	$ 900.00	$ 900.00	$ 8,375.00	$ 8,375.00	$ 3,000.00	$ 3,000.00	$ 4,500.00	$ 4,500.00
2	SOIL EROSION AND SEDIMENT CONTROL	1	LUMP SUM	$ 1,969.00	$ 1,969.00	$ 1,500.00	$ 1,500.00	$ 3,415.00	$ 3,415.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00
3	18TH STREET COMPOSITE BULKHEAD	1	LUMP SUM	$ 95,625.00	$ 95,625.00	$ 127,500.00	$ 127,500.00	$ 96,025.00	$ 96,025.00	$ 112,000.00	$ 112,000.00	$ 129,500.00	$ 129,500.00
4	13TH STREET COMPOSITE BULKHEAD	1	LUMP SUM	$ 65,069.00	$ 65,069.00	$ 92,800.00	$ 92,800.00	$ 129,010.00	$ 129,010.00	$ 85,000.00	$ 85,000.00	$ 96,200.00	$ 96,200.00
5	2ND STREET COMPOSITE WAILERS AND TIE RODS	1	LUMP SUM	$ 299,069.00	$ 299,069.00	$ 112,675.00	$ 112,675.00	$ 168,720.00	$ 168,720.00	$ 129,000.00	$ 129,000.00	$ 275,150.00	$ 275,150.00
6	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	250	S.Y.	$ 30.00	$ 7,500.00	$ 14.00	$ 3,500.00	$ 15.35	$ 3,837.50	$ 20.00	$ 5,000.00	$ 10.00	$ 2,500.00
7	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 4.5" THICK	150	S.Y.	$ 50.00	$ 7,500.00	$ 28.00	$ 4,200.00	$ 30.25	$ 4,537.50	$ 40.00	$ 6,000.00	$ 40.00	$ 6,000.00
8	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	125	S.Y.	$ 45.00	$ 5,625.00	$ 26.00	$ 3,250.00	$ 31.50	$ 3,937.50	$ 30.00	$ 3,750.00	$ 35.00	$ 4,375.00
9	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 1 1/2" THICK	600	S.Y.	$ 44.00	$ 26,400.00	$ 30.00	$ 18,000.00	$ 37.00	$ 22,200.00	$ 15.00	$ 9,000.00	$ 15.00	$ 9,000.00
10	8"x18" CONCRETE VERTICAL CURB	225	L.F.	$ 50.00	$ 11,250.00	$ 36.00	$ 8,100.00	$ 58.00	$ 13,050.00	$ 30.00	$ 6,750.00	$ 30.00	$ 6,750.00
11	CONCRETE SIDEWALK, 4" THICK	75	S.Y.	$ 90.00	$ 6,750.00	$ 60.00	$ 4,500.00	$ 140.00	$ 10,500.00	$ 80.00	$ 6,000.00	$ 75.00	$ 5,625.00
12	CONCRETE DRIVEWAY, 6" THICK	50	S.Y.	$ 120.00	$ 6,000.00	$ 75.00	$ 3,750.00	$ 152.00	$ 7,600.00	$ 120.00	$ 6,000.00	$ 100.00	$ 5,000.00
13	18TH STREET, SITE RESTORATION	1	LUMP SUM	$ 4,969.00	$ 4,969.00	$ 4,800.00	$ 4,800.00	$ 16,750.00	$ 16,750.00	$ 4,000.00	$ 4,000.00	$ 7,000.00	$ 7,000.00
14	13TH STREET, SITE RESTORATION	1	LUMP SUM	$ 5,969.00	$ 5,969.00	$ 1,200.00	$ 1,200.00	$ 6,438.00	$ 6,438.00	$ 4,000.00	$ 4,000.00	$ 6,000.00	$ 6,000.00
15	2ND STREET, SITE RESTORATION	1	LUMP SUM	$ 62,069.00	$ 62,069.00	$ 1,200.00	$ 1,200.00	$ 63,040.00	$ 63,040.00	$ 4,000.00	$ 4,000.00	$ 15,000.00	$ 15,000.00
16	SIGNS	14	S.F.	$ 75.00	$ 1,050.00	$ 59.00	$ 826.00	$ 73.65	$ 1,031.10	$ 100.00	$ 1,400.00	$ 25.00	$ 350.00
17	15" HIGH DENSITY POLYETHYLENE CULVERT PIPE	40	L.F.	$ 125.00	$ 5,000.00	$ 90.00	$ 3,600.00	$ 78.00	$ 3,120.00	$ 125.00	$ 5,000.00	$ 100.00	$ 4,000.00
18	18" HIGH DENSITY POLYETHYLENE CULVERT PIPE	80	L.F.	$ 135.00	$ 10,800.00	$ 110.00	$ 8,800.00	$ 71.50	$ 5,720.00	$ 150.00	$ 12,000.00	$ 110.00	$ 8,800.00
19	INLETS, TYPE "A"	3	UNIT	$ 3,569.00	$ 10,707.00	$ 3,100.00	$ 9,300.00	$ 3,100.00	$ 9,300.00	$ 3,500.00	$ 10,500.00	$ 4,000.00	$ 12,000.00
20	TIDE CHECK VALVE, 18"	1	UNIT	$ 9,469.00	$ 9,469.00	$ 5,700.00	$ 5,700.00	$ 8,340.00	$ 8,340.00	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00
21	RESET EXISTING CASTING	3	UNIT	$ 300.00	$ 900.00	$ 400.00	$ 1,200.00	$ 1,100.00	$ 3,300.00	$ 500.00	$ 1,500.00	$ 750.00	$ 2,250.00
22	RECONSTRUCT MANHOLE, USING NEW CASTING	1	UNIT	$ 8,569.00	$ 8,569.00	$ 6,800.00	$ 6,800.00	$ 11,433.00	$ 11,433.00	$ 12,500.00	$ 12,500.00	$ 7,500.00	$ 7,500.00
	Total Amount Bid, Base Bid, Items 1 - 22:				**$654,228.00**		**$424,101.00**		**$599,679.60**		**$438,400.00**	**$**	**617,000.00**

REQUIRED INFORMATION										
Required Number of Copies (3):	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Bid Deposit/Bond:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Consent of Surety:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Buy American Certification	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Right to Extend - Time for Award:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Statement of Ownership Disclosure:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Non-Collusion Affidavit:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Mandatory Equal Employment Opportunity Language:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Affirmative Action Regulation Complaince Notice:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Required Subcontractors Listing:	Y/N	Yes - None Required	Y/N	Yes - None Required	Y/N	Yes - None Required	Y/N	Yes - None Required	Y/N	Yes - None Required
Acknowledge of Receipt of Addenda:	Y/N	Yes - None	Y/N	Yes - None	Y/N	Yes - None	Y/N	Yes - None	Y/N	Yes - None
Disclosure of Investment Activites in Iran Statement-Two Part Form:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Business Registration Certificate (BRC):	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Business Registration Certificate for Subcontractors (BRC):	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Public Works Contractors Registration Act Certificate:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Public Works Contractors Registration Act Certificate for Subcontractors:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Statement of Authority:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
W-9:	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

ADMINISTRATION

Emergency Management • Engineering and Construction • Human Resource • Information Technology • Planning & Zoning • Purchasing

Memo

To: Joseph Clark, QPA, Purchasing Manager

From: Arthur J. Chew, PE, PP, CFM, CME, CPWM

CC:

Date: August 10, 2017

Re: Recommendation of Award - Contract 17-45 – Job # 2-17-045

I have reviewed the qualifications and bid prices of Ramson Inc. dba Atlantic Marine Construction and find them acceptable. The company has recently worked on similar bulkhead projects for Upper Township. Their previous work has been generally acceptable and I have no objection with the contract being awarded to Ramson Inc. dba Atlantic Marine Construction.

The bulkheads included in this project are:

18st Street lagoon bulkhead
18st Street bayfront bulkhead
2nd Street marina bayfront bulkhead repairs

AJC

\\OCESERVER\NetworkShare\Engineering\2-Beach and Bay\2-2017-045 2017 Bulkhead Improvements at Various Locations - Phase 3\Letters\17-45 Recommendation to Award 17-08-09.doc

115 12th Street, OCEAN CITY, NJ 08226
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CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #8

AUTHORIZING THE AWARD OF A CONTRACT TO PROGRESSIVE POWER EQUIPMENT, INC. D/B/A CODY'S POWER EQUIPMENT FOR ACQUISITION, REPAIR & MAINTENANCE OF GROUNDS EQUIPMENT

WHEREAS, the City of Ocean City needs to replace & maintain various types of ground equipment, and

WHEREAS, it was determined in the best interest for the City of Ocean City to maintain & replace various grounds equipment utilized by various divisions for daily maintenance; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, Progressive Power Equipment, Inc. D/B/A Cody's Power Equipment has maintained and supplies the City with services and products in the past; and

WHEREAS, Joseph P. Berenato, Director of Public Works, Steven M. Longo, Manager of Public Buildings & Grounds; Wendy Moyle, Manager of Recreational Programs; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager recommend that Progressive Power Equipment, Inc. D/B/A Cody's Power Equipment, be awarded an alternative non-advertised method contract for acquisition, repair & maintenance of grounds equipment for use by various division; and

WHEREAS, Progressive Power Equipment, Inc. D/B/A Cody's Power Equipment has submitted a Business Entity Disclosure Certification which certifies that Progressive Power Equipment, Inc. D/B/A Cody's Power Equipment has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, County of Cape May, New Jersey in the previous one (1) year period, and that the contract will prohibit Progressive Power Equipment, Inc. D/B/A Cody's Power Equipment from making any contributions through the term of the contract; and

WHEREAS, the City of Ocean City may enter into an alternative non-advertised method contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised method contract with **Progressive Power Equipment, Inc. D/B/A Cody's Power Equipment, 2000 State Highway 50, P.O. Box 562, Tuckahoe, NJ 08250** be awarded as follows:

1. Acquisition, repair & maintenance of grounds equipment on an as needed basis as established by the Department of Public Works for the City of Ocean City for the calendar year 2017.

Expended to Date.....	$	24,716.32
Requisition Awaiting Approval.....	$	0.00
Total to Date	**$**	**24,716.32**

2. A copy of the Business Entity Certification, the Determination of Value and Business Registration Certificate (BRC) for has been submitted and shall be placed on file in the City's Purchasing Division Office.

3. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Purchasing Manager is authorized to execute purchase order with Progressive Power Equipment, Inc. D/B/A Cody's Power Equipment, 2000 State Highway 50, P.O. Box 562, Tuckahoe, NJ 08250 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to the Capital Account #C-04-55-301-613 when the Purchase Order is issued, any additional requisitions shall receive the appropriate account as needed.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW 17 Non-Advertised Contract Cody Power equipment.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#9

AUTHORIZING THE AWARD OF A CONTRACT TO BEACH TO BAY LANDSCAPING, LLC FOR VARIOUS PROPERTY IMPROVEMENT PROJECTS

WHEREAS, the City of Ocean City has a need to improve landscaping at various City properties; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have said landscaping improvements done at various public properties; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, Beach to Bay Landscaping, LLC has performed various types of landscaping and curb appeal projects throughout the City of Ocean City; and

WHEREAS, Joseph P. Berenato, Director of Public Works, Steven M. Longo, Manager of Public Buildings & Grounds; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the requests for various property improvements and recommend that Beach to Bay Landscaping, LLC be awarded an alternative non-advertised method contract for ongoing property improvement projects; and

WHEREAS, the anticipated term of this contract is one (1) calendar year; and

WHEREAS, Beach to Bay Landscaping, LLC, has submitted a Business Entity Disclosure Certification which certifies that Beach to Bay Landscaping, LLC has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, County of Cape May, New Jersey in the previous one year period, and that the contract will prohibit Beach to Bay Landscaping, LLC from making any contributions through the term of the contract; and

WHEREAS, the City of Ocean City may enter into an alternative non-advertised method of award contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised contract with **Beach to Bay Landscaping, LLC, 1601 Bay Avenue, Ocean City, NJ 08226** be awarded as follows:

1. Landscaping and property improvement projects for various city locations in the calendar year 2017

2. Expended to Date..... $ 12,830.00
3. Requisition Awaiting Approval..... $ 5,990.00
   Total to Date ..... $ 18,820.00

4. Landscaping and property improvement projects for various city locations during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a Purchase Order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a Purchase Order for said service.

5. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

6. A copy of the Business Entity Certification, the Determination of Value and the Business Registration Certificate will be on file with the Purchasing Division.

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Purchasing Manager is hereby authorized to execute a purchase order with Beach to Bay Landscaping, LLC, 1601 Bay Avenue, Ocean City, NJ 08226 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to the appropriate accounts as Purchase Orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW 17 Nonadvertised Beach to Bay Landscaping.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER

FROM: STEVEN LONGO, MANAGER

DATE: AUGUST 10, 2017

RE: **BEACH TO BAY LANDSCAPE / PROPERTY IMPROVEMENT PROJECTS**

Assistance is being sought to advance a resolution to City Council for authorization of a City Contract related to landscape improvement projects at various locations throughout the city.

Beach to Bay Landscape is an Ocean City based contractor with a proven track record of performing landscape property improvements at a high standard. The company's territory is primarily Ocean City and surrounding towns and that provides climate and plant selection advantages over many competitors. This experience combined with the company's quality of work is the reason they are used routinely for City landscape projects. One of the more recent and notable completed projects by Beach to Bay is the renovated flower and plant bed at the base of the Rt-52 Causeway.

Landscape improvement projects are needed at the Bayside Center, Long Port Bridge and other areas to be determined shortly. The two immediate projects and required funding combined with the dollars expended to date with Beach to Bay require City Council authorization due to the State Pay-To-Play Disclosure Law.

The necessary capital dollars to fund the landscape services are included in the current capital budget.

Please let me know if there are any questions and thank you for the time and assistance in this matter.

SL
C: J. Berenatto, APW Dir.

115 E 12TH STREET, OCEAN CITY, NJ 08226
(609) 399-6111 Fax: (609) 399-8407
www.ocnj.us

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #10

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY & MCMANIMON & SCOTLAND & BAUMANN, LLC FOR GENERAL MUNICIPAL BOND COUNSEL SERVICES

WHEREAS, the City of Ocean City requires certain professional specialized legal services in connection with the authorization and issuance of bonds or notes of the City of Ocean City, Ocean City, New Jersey, including the review of such procedures and the rendering of approving legal opinions acceptable to the financial community for the duration of September 1, 2017 – August 30, 2018; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have said services performed; and

WHEREAS, the Request for Proposal was advertised in the Ocean City Sentinel on Wednesday, July 8, 2015, the Request for Proposal was posted on the City of Ocean City's website, www.ocnj.us and the Invitation to Quote was distributed to two (2) prospective respondent(s); and

WHEREAS, the Request for Proposals (RFP's) were received & opened for City RFP #Q-15-008, General Municipal Bond Counsel Services for the City of Ocean City on Thursday, July 23, 2015 and two (2) proposals were received; and

WHEREAS, City Council awarded the original professional services contract City RFP#Q-15-008, General Municipal Bond Counsel Services for the City of Ocean City to McManimon & Scotland & Baumann, LLC for a one (1) year duration (September 1, 2015 – August 30, 2016) on August 27, 2015 through the passage of Resolution No. 15-51-219; and

WHEREAS, City Council awarded the a second (2nd) year professional services contract City RFP#Q-15-008, General Municipal Bond Counsel Services for the City of Ocean City to McManimon & Scotland & Baumann, LLC for a one (1) year duration (September 1, 2016 – August 30, 2017) on September 8, 2016 through the passage of Resolution No. 16-52-260; and

WHEREAS, McManimon & Scotland & Baumann, LLC has agreed to hold firm the fees that were proposed in City RFP #Q-15-008, General Municipal Bond Counsel Services for the City of Ocean City, NJ for the duration of September 1, 2017-August 30, 2018; and

WHEREAS, McManimon & Scotland & Baumann, LLC has agreed to serve as general municipal bond counsel for the City of Ocean City a one (1) year duration (September 1, 2017-August 30, 2018); and

WHEREAS, McManimon & Scotland & Baumann, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that McManimon & Scotland & Baumann, LLC has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one (1) year period, and that the contract will prohibit McManimon & Scotland & Baumann, LLC from making any contributions through the term of the contract; and

WHEREAS, the City of Ocean City is desirous of entering into a Professional Services Contract with McManimon & Scotland & Baumann, LLC, 75 Livingston Avenue, Roseland, NJ 07068 to serve as General Municipal Bond Counsel; and

WHEREAS, the vendor has been advised that this award does not guarantee that all of the services listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As services are required, the City Purchasing Manager shall issue Purchase Orders for those services. No services shall be performed for the City without first obtaining a Purchase Order for said services; and

WHEREAS, Frank Donato III, Director of Financial Management; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the terms and conditions of the contract and recommend award of a professional service contract to McManimon & Scotland & Baumann, LLC for General Municipal Bond Counsel Services for the City of Ocean City, NJ for a one (1) year duration beginning September 1, 2017 thru August 30, 2018; and

WHEREAS, this contract is awarded through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby appoint **McManimon & Scotland & Baumann, LLC, 75 Livingston Avenue, Roseland, NJ 07068** as the City's General Municipal Bond Counsel as follows:

Item	Description	Quantity	3rd Year Rates
1.	**Preparation of Bond Ordinances**		
	1.1 Preparation of Bond Ordinance	Cost per Bond Ordinance	$ 600.00
	1.2 Record of Proceeding	Cost per Bond Ordinance	$ 600.00
	1.3 Cost to Prepare Multiple Bond Ordinances	Cost per Bond Ordinance	$ 600.00
2.	**Issuance of Bond Anticipation Notes**		
	2.1 Issuance of a Bond Anticipation Note & a Legal Opinion for Each Million or Increment Thereof	Cost per Issuance of Bond Anticipation	$ 500.00 up to 15 million
		Cost per Issuance of Bond Anticipation	$ 400.00 over 15 million
		Additional Series	$ 500.00
3.	**Issuance of Tax Anticipation Notes**		
	3.1 Issuance of a Tax Anticipation Note & a Legal Opinion for Each Million or Increment Thereof	Cost per Tax Anticipation Notes	$ 500.00 up to 15 million
		Cost per Tax Anticipation Notes	$ 500.00 over 15 million
		Additional Series	$ 500.00
4.	**Work in Connection with Tax Matters on Bond Anticipation Notes and/or Tax Anticipation Notes**		
	4.1 Work in connection with Tax & Arbitrage Matters Relative to the Identified Debt Issuance	Flat Rate	$ 250.00
5.	**Issuance Cost of General Obligation Bonds**		
	5.1 Issuance Cost for the Base Amount of General Obligation Bonds & Incremental Cost for All General Obligation Bonds for the Amount in Excess of the Threshold Base Amount	Flat Rate	$ 3,500.00
	5.2 Incremental Cost of Each Million of General Obligation Bonds Issued		$ 1,000.00 1 million to 15 million
			$ 750.00 1 million to over 15 million
6.	**Miscellaneous Out of Pocket Fee Schedule**		
	6.1 Delivery/Courier Charges		Actual Cost
	6.2 Facsimile Charges	per page	$ 1.00
	6.3 Telephone Charges		N/C
	6.4 Photocopies	per page	$ 0.20
	6.5 Postage		Actual Cost
	6.6 Travel/Mileage	per mile	$ 0.575
	6.7 Courier Service		Actual Cost

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

McManimon, Scotland & Baumann, LLC (Continued)

Item	Description	Quantity	3rd Year Rates
7.	**Hourly Rates**		
	Paralegals		$ 135.00/hr.
	Associates		$ 215.00/hr.
	Senior Associates/Counsel		$ 215.00/hr.
	Shareholders		$ 215.00/hr.

8. The term of the contract shall be for a period of one (1) year, commencing on September 1, 2017 and continuing through August 30, 2018.

9. A copy of the Business Entity Certification, the Determination of Value and Business Registration Certificate (BRC) for Michael Baker Jr., Inc. has been submitted and shall be placed on file in the City's Purchasing Division Office.

10. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with McManimon & Scotland & Baumann, LLC, 75 Livingston Avenue, Roseland, NJ 07068 beginning on September 1, 2017 through August 30, 2018 for City RFP #Q-15-008, General Municipal Bond Counsel Services for the City of Ocean City as stated and in accordance with the quote specifications and submitted proposal form.

The Director of Financial Management certifies that funds are available and said legal costs charged to the authorized Bond Ordinance per N.J.S.A 40A:4-20 (expenses) and the estimated value of this contract is $40,000.00.

CERTIFICATION OF FUNDS

Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RPS 2017-2018 Municipal Bond Counsel.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION

SUMMARY OF QUOTES

BY THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

DATE RECEIVED: Thursday, July 23, 2015 @ 2:00 PM, EDT
CITY RFP #: Q-15-008
PROPOSAL NAME: General Municipal Bond Counsel Services for the City of Ocean City

	NAME, ADDRESS & BID OF EACH BIDDER		**McManimon, Scotland & Baumann, LLC** **75 Livingston Avenue, Second Floor** **Roseland, NJ 07068** **Joseph P. Baumann, Jr., Esq., Member** **Ph: (973) 622-5259** **Fx: (973) 622-7333** **email: jbaumann@msbnj.com**			**Parker McCay** **9000 Midlantic Drive, Suite 300** **Mount Laurel, NJ 08054** **Philip A. Norcross, Managing Sharehold and Chief Executive Officer** **Ph: (856) 596-8900** **Fx: (856) 596-9631** **email: pnorcross@parkermccay.com**											
ITEM	**DESCRIPTION**	**QTY**	**2015-2016**	**2016-2017**	**2017-2018**	**2015-2016**	**2016-2017**	**2017-2018**	**2015-2016**	**2016-2017**	**2017-2018**	**2015-2016**	**2016-2017**	**2017-2018**	**2015-2016**	**2016-2017**	**2017-2018**
1.0	**Preparation of Bond Ordinances**																
1.1	Cost to prepare a Bond Ordinance	1 per ord.	$ 600.00	$ 600.00	$ 600.00	$ 400.00	$ 400.00	$ 400.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.2	Cost per Bond Ordinance for the Record of the Proceeding	1 per ord.	$ 600.00	$ 600.00	$ 600.00	$ 200.00	$ 200.00	$ 200.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.3	Cost to prepare multiple Bond Ordinances at the same time	1 per ord.	$ 600.00	$ 600.00	$ 600.00	$ 300.00	$ 300.00	$ 300.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.0	**Issuance of Bond Anticipation Notes**																
2.1	The cost for the issuance of a Bond Anticipation Note and a legal opinion for each million or increment thereof of Bond Anticipation Notes:																
	Issuance Coast for Bonds up to 15 million	cost	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Issuance Cost for Bonds over 15 million	cost	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Cost for Additional Series	cost	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.0	**Issuance of Tax Anticipation Notes**																
3.1	The cost for the issuance of a Tax Anticipation Note & a Legal Opinion for each million or increment thereof of Tax Anticipation Notes:																
	Issuance Cost for Notes up to 15 million	cost	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Issuance Cost for Notes over 15 million	cost	$ 500.00	$ 500.00	$ 500.00	$ 400.00	$ 400.00	$ 400.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Cost for Additional Series	cost	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.0	**Work in Connection with Tax Matters on Bond Anticipation Notes and/or Tax Anticipation Notes**																
4.1	The cost for work in connection with Tax & Arbitrage matters relative to the identified debt issuance:	flat rate	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5.0	**Issuance Cost of General Obligation Bonds**																
5.1	Issuance cost for the base amount of General Obligation Bonds & Incremental Cost for all General Obligation Bonds for the amount in excess of the threshold base amount:	flat rate	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
5.2	Incremental Coast of Each Million Dollars of General Obligation Bonds Issued:																
	$1,000,000.00 up to $15 million	cost	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$750.00 over $15 million	cost	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$1,000,000 over $15 million	$1,000,000 over $15 million	$1,000,000 over $15 million	over $15 million	over $15 million	over $15 million									

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION

SUMMARY OF QUOTES

BY THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

DATE RECEIVED: Thursday, July 23, 2015 @ 2:00 PM, EDT
CITY RFP #: Q-15-008
PROPOSAL NAME: General Municipal Bond Counsel Services for the City of Ocean City

	NAME, ADDRESS & BID OF EACH BIDDER		McManimon, Scotland & Baumann, LLC 75 Livingston Avenue, Second Floor Roseland, NJ 07068 Joseph P. Baumann, Jr., Esq., Member Ph: (973) 622-5259 Fx: (973) 622-7333 email: jbaumann@msbnj.com			Parker McCay 9000 Midlantic Drive, Suite 300 Mount Laurel, NJ 08054 Philip A. Norcross, Managing Sharehold and Chief Executive Officer Ph: (856) 596-8900 Fx: (856) 596-9631 email: pnorcross@parkermccay.com											
ITEM	**DESCRIPTION**	**QTY**	**2015-2016**	**2016-2017**	**2017-2018**	**2015-2016**	**2016-2017**	**2017-2018**	**2015-2016**	**2016-2017**	**2017-2018**	**2015-2016**	**2016-2017**	**2017-2018**	**2015-2016**	**2016-2017**	**2017-2018**
6.0	**Miscellaneous Out of Pocket Fee Schedule**																
6.1	Delivery/Courier Charges:	cost	Actual	Actual	Actual	at vendor cost	at vendor cost	at vendor cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.2	Facsimile Charges/per page:	cost	$ 1.00	$ 1.00	$ 1.00	at vendor cost	at vendor cost	at vendor cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.3	Telephone Charges:	cost	N/C	N/C	N/C	no charge	no charge	no charge	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.4	Photocopies/per page:	cost	$ 0.20	$ 0.20	$ 0.20	$ 0.10	$ 0.10	$ 0.10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.5	Postages:	cost	Actual	Actual	Actual	at cost	at cost	at cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.6	Travel/Mileage/per mile	cost	$ 0.575	$ 0.575	$ 0.575	$ 0.575	IRS Rate	IRS Rate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.7	Courier Service	cost	Actual	Actual	Actual	at vendor cost	at vendor cost	at vendor cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.0	**Hourly Rates**																
7.1	Paralegals	per hour	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.2	Associates	per hour	$ 215.00	$ 215.00	$ 215.00	$ 225.00	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.3	Senior Associates/Counsel	per hour	$ 215.00	$ 215.00	$ 215.00	$ 225.00	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.4	Shareholders	per hour	$ 215.00	$ 215.00	$ 215.00	$ 225.00	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Required Information																
	RIGHT TO EXTEND-TIME FOR AWARD:		YES/NO	Y		YES/NO	Y		YES/NO			YES/NO			YES/NO		
	STOCKHOLDER DISCLOSURE STATEMENT:		YES/NO	Y		YES/NO	Y		YES/NO			YES/NO			YES/NO		
	NON-COLLUSION AFFIDAVIT:		YES/NO	Y		YES/NO	Y		YES/NO			YES/NO			YES/NO		
	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:		YES/NO	Y		YES/NO	Y		YES/NO			YES/NO			YES/NO		
	EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE TO BIDDERS:		YES/NO	Y		YES/NO	Y		YES/NO			YES/NO			YES/NO		
	SWORN STATEMENT BY PROFESSION SERVICES PROVIDER:		YES/NO	Y		YES/NO	Y		YES/NO			YES/NO			YES/NO		
	NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) :		YES/NO	Y		YES/NO	Y		YES/NO			YES/NO			YES/NO		
	REFERENCE LIST OF CUSTOMERS:		YES/NO	Y		YES/NO	Y		YES/NO			YES/NO			YES/NO		
	NUMBER OF COPIES (3):			Y			Y										

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #11

AUTHORIZING A PROFESSIONAL SERVICE CONTRACT BETWEEN THE CITY OF OCEAN CITY AND INNOVATIVE RISK SOLUTIONS, INC. FOR BROKER OF RECORD SERVICES FOR THE CITY OF OCEAN CITY'S EMPLOYEE BENEFIT PROGRAM

WHEREAS, the City of Ocean City requires professional broker services for the employee health benefits plan; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have Innovative Risk Solutions, Inc. perform Broker of Record services for the City of Ocean City's Employee Benefit Program; and

WHEREAS, Innovative Risk Solutions, Inc. has previously performed Broker of Record services for the City of Ocean City in the past and has been determined to have the necessary expertise to perform these services; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract may exceed $17,500.00; and

WHEREAS, a contract for Professional Services with Innovative Risk Solutions, Inc. may be entered into without competitive bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i) & N.J.S.A. 19:44A-20.5; and

WHEREAS, Innovative Risk Solutions, Inc. has agreed to provide Broker of Record services for the City of Ocean City for a one (1) year duration (September 1, 2017 - August 31, 2018); and

WHEREAS, Innovative Risk Solutions, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that neither Innovative Risk Solutions, Inc. nor any member thereof has made any contribution to a political or candidate committee for an elected office in the City of Ocean City, NJ in the previous one (1) year period, and that the contract will prohibit the said parties from making any contributions through the term of the contract; and

WHEREAS, the City of Ocean City is desirous of entering into a Professional Services Contract with Innovative Risk Solutions, Inc. to serve as Broker of Record for the City of Ocean City; and

WHEREAS, Innovative Risk Solutions, Inc. has been advised that this award does not guarantee that the services described will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As services are required, the City Purchasing Manager shall issue Purchase Orders for those services. No services shall be performed for the City without first obtaining a Purchase Order for said services; and

WHEREAS, this contract is awarded through an alternative non-advertised process, pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Frank Donato III, Director of Financial Management; Elizabeth M. Woods, Director of Human Resources; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the terms and conditions of the contract and recommend award of a professional service contract to Innovative Risk Solutions, Inc., 3330 Bargaintown Road, Suite 2, Egg Harbor Township, NJ 08234 for a one (1) year duration beginning September 1, 2017 thru August 31, 2018; and

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional service contract **with Innovative Risk Solutions, Inc., 3330 Bargaintown Road, Suite 2, Egg Harbor Township, NJ 08234** to act as the City of Ocean City's Broker of Record as follows:

Item	**Description**
1.	Broker of Record Services for the Employee Health Benefit Program to include all general services required to act as the Broker of Record, COBRA Administration & Retirees Participant Broker Commission to be paid to Innovative Risk Solutions, Inc. directly by the insurance carriers: Medical Insurance 2% Prescription Drug Insurance 2% If the City of Ocean City enrolls into the NJ State Health Benefits Program a monthly broker/consulting fee of $2,625.00 will be charged in lieu commission for servicing the Medical and Prescription Drug coverages.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Innovative Risk Solutions, Inc., 3330 Bargaintown Road, Suite 2, Egg Harbor Township, NJ 08234 beginning on September 1, 2017 and continuing through August 31, 2018 for Broker of Record Service for the City of Ocean City's Employee Benefit Program as listed and in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are available for the 2017 municipal budget year and shall be charged to Operating Account # 7-01-20-025-371, if required. The funds for 2018 are contingent upon the adoption of the 2018 Local Municipal Budget and shall be charged to Operating Account # 8-01-20-025-371, if required.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RPS 17-18 Broker of Record – Innovative Risk Solutions.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of

said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #12

AUTHORIZING CHANGE ORDER #1, FINAL ACCEPTANCE & FINAL PAYMENT OF CITY CONTRACT #16-43, 2016 BULKHEAD IMPROVEMENTS AT VARIOUS LOCATIONS

WHEREAS, specifications were authorized for advertisement by Resolution #16-52-276 on Tuesday, October 11, 2016 for City Contract #16-43, 2016 Bulkhead Improvements at Various Locations; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, October 12, 2016, the Notice to Bidders and the specifications was posted on the City of Ocean City's website, www.ocnj.us; and the Invitation for Bid Proposals was distributed to twenty-three (23) prospective bidder(s) for City Contract #16-43, 2016 Bulkhead Improvements at Various Locations; and

WHEREAS, bid proposals were opened for City Contract #16-43, 2016 Bulkhead Improvements at Various Locations on Tuesday, November 1, 2016 and four (4) bid proposals were received; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Mathew von der Hayden, Manger of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #16-43, 2016 Bulkhead Improvements at Various Locations be awarded to Albert Marine Construction, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #16-43, 2016 Bulkhead Improvements at Various Locations on November 11, 2016 by Resolution #16-52-304 to in the amount of $224,215.00; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Roger Rinck, Project Manager; Jason J. Sieira, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified that all work has been completed in accordance with the job specifications and that the Maintenance Bond, Release of Liens, Application for Final Payment and Certified Payrolls have been submitted and are in proper order and certified Change Orders #1 for City Contract #16-43, 2016 Bulkhead Improvements at Various Locations is correct as follows:

Change Order#1

Increase

Item	Description	Quantity	Unit Price	Total Price
Supplemental				
4	Dense Graded Aggregate Base Course, 6" Thick	20 S.Y.	$ 45.00	$ 900.00
6	Hot Mix Asphalt Base Course, Mix 19M64, 4½" Thick	20 UNIT	$ 68.00	$ 1,360.00
8	Split Rail Fence	1 L.F.	$ 36.00	$ 36.00
Extra				
S1	Concrete Gutter 8" Thick	13 S.Y.	$ 164.00	$ 2,132.00
S3	Modification of Existing Double "B" Inlet, New Wall, Extend 12" Pipe 4' Ft	1 UNIT	$ 2,000.00	$ 2,000.00
S4	Remove Extra Drainpipe & Backfill	1 UNIT	$ 800.00	$ 800.00
S5	Supply & Install 2 - 8' x 30' Pontoon Floating Docks, Pt Fender, Aluminum Sup Resistant Deck, 6 Hoop Pile Guides each Dock by Gator Dock	1 UNIT	$35,160.00	$ 35,160.00
Total Amount of Increases for Change Order #1				**$ 42,388.00**

Decrease

Item	Description	Quantity	Unit Price	Total Price
Reductions				
6	8" x 18" Concrete Vertical Curb	13 L.F.	$ 52.00	($ 676.00)
7	Concrete Sidewalk, 4" Thick	15 S.Y.	$ 82.00	($ 1,230.00)
10	15" High Density Polyethylene Culvert Pipe	2 L.F.	$ 125.00	($ 250.00)
11	18" High Density Polyethylene Culvert Pipe	6 L.F.	$ 130.00	($ 780.00)
Total Amount of Decreases for Change Order #1				**($ 2,936.00)**

Total Amount of Change Order #1 to City Contract #16-43, 2016 Bulkhead Improvements at Various Locations including increase & decreases..... $ 39,452.00

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Total Amount of City Contract #16-43, 2016 Bulkhead Improvements at Various Locations Including Change Order #1..... $ 263,667.00

WHEREAS, the new adjusted contract cost including Change Order #1 is $263,667.00 a $39,452.00 increase which is a 17.60 (%) percent increase to the original contract total for City Contract #16-43, 2016 Bulkhead Improvements at Various Locations; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1, Final Acceptance and Final Payment to City Contract #16-43, 2016 Bulkhead Improvements at Various Locations (PO #16-03448); and

BE IT FURTHER RESOLVED that The Director of Financial Management is authorized to process Change Order #1 in the amount of ($39,452.00) and final payment of City Contract #16-43, 2016 Bulkhead Improvements at Various Locations (PO #16-03448) issued to Albert Marine Construction, 65 Pennsylvania Avenue, Waretown, NJ 08758 in the amount of $43,253.90 to be charged to as follows: Capital Account #C-04-55-299-010 - $3,801.90 (PO#16-03448 Balance) & C-04-55-299-010 - $39,452.00 (Change Order #1).

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESCO#1FAFP 16-43 2016 Bulkhead Improvement at various locations.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

ENGINEERING DIVISION

MEMORANDUM

To: Joseph Clark, Purchasing Manager
From: Roger Rinck, Project Manager
Date: August 3, 2017
RE: **FINAL ACCEPTANCE AND CLOSEOUT**
2016 Bulkhead Improvements at Various Locations
Project #: 2-2016-043

The above referenced contract is complete. The Contractor's Maintenance Bond, Release of Liens, Payment of Debts and Claims and Consent of Surety to Final Payment, have been received. Final acceptance of the contact is requested for the August 22, 2017 Council Meeting.

Final payment is due in accordance with the attached contractor invoice and final change order.

If you have any questions, please feel free to contact me.

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ENGINEERING DIVISION 115 12th Street, OCEAN CITY, NJ 08226
609-399-6111 FAX: 609-525-0831

Printed on Recycled Paper

CITY OF OCEAN CITY, ENGINEERING DIVISION
2016 BULKHEAD IMPROVEMENTS AT VARIOUS LOCATONS

PURCHASE ORDER
16-03448

CHANGE ORDER NO. 1
FILE NO. 2-2016-043

CONTRACTOR:
ALBERT MARINE CONSTRUCTION INC
65 PENNSYVANIA AVENUE
WARETOWN NJ 08758

REASON FOR CHANGE:
Additional work required to complete the project.

THE TIME PROVIDED FOR COMPLETION OF THIS PROJECT IS:
__X_ UNCHANGED, ____ INCREASED, ____ DECREASED, BY ____ CALENDAR DAYS.

UPON EXECUTION THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT.

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	4	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	20	S.Y.	$45.00	$900.00
	5	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 4 1/2" THICK	20	UNIT	$68.00	$1,360.00
	8	SPLIT RAIL FENCE	1	L.F.	$36.00	$36.00
					SUBTOTAL:	$2,296.00
EXTRA	S1	13 SY CONCRETE GUTTER 8" THICK	13	S.Y.	$164.00	$2,132.00
	S3	MODIFICATION OF EXISTING DOUBLE "B" INLET, NEW WALL, EXTEND 12" PIPE 4 FT	1	UNIT	$2,000.00	$2,000.00
	S4	REMOVE EXTRA DRAINPIPE AND BACKFILL	1	UNIT	$800.00	$800.00
	S5	SUPPLY AND INSTALL 2 8' X 30' PONTOON FLOATING DOCKS, PT FENDER, ALUMINUM SLIP RESISTANT DECK, 5 HOOP PILE GUIDES EACH DOCK, BY GATOR DOCK	1	UNIT	$35,160.00	$35,160.00
					SUBTOTAL:	$40,092.00
REDUCTION	6	8"x18" CONCRETE VERTICAL CURB	13	L.F.	$52.00	$676.00
	7	CONCRETE SIDEWALK, 4" THICK	15	S.Y.	$82.00	$1,230.00
	10	15" HIGH DENSITY POLYETHYLENE CULVERT PIPE	2	L.F.	$125.00	$250.00
	11	18" HIGH DENSITY POLYETHYLENE CULVERT PIPE	6	L.F.	$130.00	$780.00
		0		0	$0.00	
		0		0	$0.00	
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		0		0	$0.00	
		0		0	$0.00	
					SUBTOTAL:	$2,936.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	$39,452.00	Additional work required to complete the project.		
2			+ SUPPLEMENTAL	$2,296.00
3				
4			+ EXTRA	$40,092.00
5				
6			- REDUCTIONS	$2,936.00
7				
8			NET CONTRACT CHANGE THIS CHANGE ORDER	$39,452.00
9				
10				

ORIGINAL CONTRACT AMOUNT	$224,215.00
AMENDED CONTRACT AMOUNT	$263,667.00
TOTAL CONTRACT CHANGE (AMOUNT)	$39,452.00
TOTAL CONTRACT CHANGE (PERCENT)	17.60%

ACCEPTED BY: ALBERT MARINE CONSTRUCTION INC — DATE 8/3/17

APPROVED BY:

PROJECT MANAGER — DATE

MUNICIPAL ENGINEER — DATE 8/4/17

PURCHASING AGENT — DATE

CHIEF FINANCIAL OFFICER — DATE

CITY OF OCEAN CITY
ENGINEERING DIVISION
PAYMENT CERTIFICATE

Certificate No. 4

PO No.: 16-03448
Project : 2016 BULKHEAD IMPROVEMENTS AT VARIOUS LOCATONS
File No. : 2-2016-043

Contractor: ALBERT MARINE CONSTRUCTION INC
65 PENNSYVANIA AVENUE
WARETOWN NJ 08758

ITEM NO.	ITEM DESCRIPTION	CONTRACT QTY	CONTRACT UNITS	UNIT PRICE	CONTRACT AMOUNT	QTY COMPL CERT #4	AMOUNT PAYABLE CERT # 4	TOTAL QTY COMPL	% COMPL	OVERAGE (paid at closeout)	TOTAL AMOUNT PAYABLE
1	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LUMP SUM	$1,100.00	$1,100.00		$0.00	1	100.00%	$0.00	$1,100.00
2	SOIL EROSION AND SEDIMENT CONTROL	1	LUMP SUM	$1,500.00	$1,500.00		$0.00	1	100.00%	$0.00	$1,500.00
3	SALVADOR HARBOR COMPOSITE BULKHEAD	1	LUMP SUM	$153,595.00	$153,595.00		$0.00	1	100.00%	$0.00	$153,595.00
4	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	270	S.Y.	$45.00	$12,150.00		$0.00	270	100.00%	$0.00	$12,150.00
5	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 4 1/2" THICK	270	UNIT	$68.00	$18,360.00		$0.00	270	100.00%	$0.00	$18,360.00
6	8"x18" CONCRETE VERTICAL CURB	137	L.F.	$52.00	$7,124.00		$0.00	137	100.00%	$0.00	$7,124.00
7	CONCRETE SIDEWALK, 4" THICK	85	S.Y.	$82.00	$6,970.00		$0.00	85	100.00%	$0.00	$6,970.00
8	SPLIT RAIL FENCE	121	L.F.	$36.00	$4,356.00		$0.00	121	100.00%	$0.00	$4,356.00
9	SITE RESTORATION	1	LUMP SUM	$5,150.00	$5,150.00		$0.00	1	100.00%	$0.00	$5,150.00
10	15" HIGH DENSITY POLYETHYLENE CULVERT PIPE	38	L.F.	$125.00	$4,750.00		$0.00	38	100.00%	$0.00	$4,750.00
11	18" HIGH DENSITY POLYETHYLENE CULVERT PIPE	14	L.F.	$130.00	$1,820.00		$0.00	14	100.00%	$0.00	$1,820.00
12	INLETS, TYPE "A"	2	UNIT	$3,200.00	$6,400.00		$0.00	2	100.00%	$0.00	$6,400.00
13	UTILITY CROSSING	3	UNIT	$100.00	$300.00		$0.00	3	100.00%	$0.00	$300.00
14	0	0	#N/A	$0.00	$0.00		$0.00	0	#DIV/0!	$0.00	$0.00
S1	13 SY CONCRETE GUTTER 8"	13	SY	$164.00	$2,132.00	13	$2,132.00	13	100.00%	$0.00	$2,132.00
S2	XXXXXX	0	#N/A	$0.00	$0.00		$0.00	0	#DIV/0!	$0.00	$0.00
S3	MODIFICATON OF EXISTING	1	UNIT	$2,000.00	$2,000.00	1	$2,000.00	1	100.00%	$0.00	$2,000.00
S4	REMOVE EXTRA DRAINPIPE	1	UNIT	$800.00	$800.00	1	$800.00	1	100.00%	$0.00	$800.00
S5	SUPPLY & INSTALL 2 8' X 30'	1	UNIT	$35,160.00	$35,160.00	1	$35,160.00	1	100.00%	$0.00	$35,160.00
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CITY OF OCEAN CITY
ENGINEERING DIVISION
PAYMENT CERTIFICATE

Certificate No. 4

PO No.: 16-03448
Project: 2016 BULKHEAD IMPROVEMENTS AT VARIOUS LOCATONS
File No.: 2-2016-043

Contractor: ALBERT MARINE CONSTRUCTION INC
65 PENNSYVANIA AVENUE
WARETOWN NJ 08758

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0	0	0	0	$0.00	$0.00		$0.00	0	#DIV/0!	$0.00	$0.00
					Summary	Subtotals:	$40,092.00			$0.00	$263,667.00

Change Orders

No.	Description	Amount	Percent
1	Additional work required to complete the project.	$39,452.00	14.96%
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	$39,452.00	14.96%

Previous Payments

No.	Amount	No.	Amount
1	$113,431.33	9	
2	$41,501.78	10	
3	$65,480.00	11	
4		12	
5		13	
6		14	
7		15	
8		16	
Total		Total	$220,413.10

Contract Information

Original Contract Amount	$263,667.00
Contract Change (Amount)	$39,452.00
Contract Change (Percent)	14.96%
Amended Contract Amount	$303,119.00
Date Notice to proceed issued:	1/0/1900
Calendar Day Completion Time:	0
Approved Calendar Day Extension:	
Contract Completion Date:	1/0/1900

Payment Information

Total Amount Complete	$263,667.00
Less Overage	$0.00
Less Retained 2%	$0.00
Less Penalties (none at this time)	$0.00
Sub Total	$263,667.00
Less Amount Previously Paid	$220,413.10

The contractor's signature below is his assurance to the City, concerning paymer herein applied for, that:
(1) the Work has been performed as required in the Contract Documents,
(2) all sums previously paid to Contractor under this Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract and
(3) the Contractor is legally entitled to this payment.

Project Manager — Date

Municipal Engineer — Date

Contractor's Signature — Date

$43,253.90
PAYMENT REQUESTE

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #13

AUTHORIZING CHANGE ORDER #1, FINAL ACCEPTANCE & FINAL PAYMENT OF CITY CONTRACT #17-23, 14TH STREET BOARDWALK STREET END IMPROVEMENTS

WHEREAS, specifications were authorized for advertisement by Resolution #16-52-342 on December 20, 2016 for City Contract #17-23, 14th Street Boardwalk Street End Improvements; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, December 28, 2016, the Notice to Bidders and the specifications were posted on the City of Ocean City's website, www.ocnj.us; and the Invitation for Bid Proposals was distributed to three (3) prospective bidders for City Contract #17-23, 14th Street Boardwalk Street End Improvements; and

WHEREAS, bid proposals were opened for City Contract #17-23, 14th Street Boardwalk Street End Improvements on Tuesday, January 24, 2017 and five (5) bid proposals were received; and

WHEREAS, Arthur Chew, P.E., Assistant City Engineer; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that the contract be awarded to Fred M. Schiavone, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #17-23, 14th Street Boardwalk Street End Improvements on March 9, 2017 by Resolution #17-53-076 to in the amount of $211,132.93; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Roger Rinck, Project Manager; Jason J. Sieira, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified that all work has been completed in accordance with the job specifications and that the Maintenance Bond, Release of Liens, Application for Final Payment and Certified Payrolls have been submitted and are in proper order and certified Change Orders #1 for City Contract #17-23, 14th Street Boardwalk Street End Improvements is correct as follows:

Change Order#1

Increase

Item	Description	Quantity	Unit Price	Total Price
Extra				
1	Additions to Complete the Project	1 L.S.	$39,577.00	$ 39,577.00
12	8" x 18" Concrete Vertical Curb	96 L.F.	$ 28.75	$ 2,760.00
13	Concrete Sidewalk, 4" Thick	41 S.Y.	$ 56.93	$ 2,334.13
	2 Bike Symbols Added	1 L.S.	$ 1,500.00	$ 1,500.00
	Add Joist at 12" O/C@ Vehicle Ramp	22 PCS	$ 34.00	$ 748.00
Total Amount of Increases for Change Order #1				**$ 46,919.13**

Decrease

Item	Description	Quantity	Unit Price	Total Price
Reduction				
8	Hot Mix Asphalt Base Course, Mix 19m64, 3" Thick	49 S.Y.	$ 17.25	($ 845.25)
10	Hot Mix Asphalt Surface Course, Mix 9.5M64 1½" Thick	49 S.Y.	$ 20.70	($ 1,014.30)
14	Traffic Stripes, Long-Life, Epoxy Resin	1,963 L.F.	$ 1.27	($ 2,493.01)
15	Traffic Markings, Lines, Long-Life, Thermoplastic	308 L.F.	$ 1.27	($ 391.16)
Total Amount of Decreases for Change Order #1				**($ 4,743.72)**

Total Amount of Change Order #1 to City Contract #17-23, 14th Street Boardwalk Street End Improvements including increase & decreases..... $ 42,175.41

Total Amount of City Contract #17-23, 14th Street Boardwalk Street End Improvements Including Change Order #1..... $ 253,308.34

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the new adjusted contract cost including Change Order #1 is $253,308.34 a $42,175.41 increase which is a 19.98 (%) percent increase to the original contract total for City Contract #17-23, 14th Street Boardwalk Street End Improvements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1, Final Acceptance and Final Payment to City Contract #17-23, 14th Street Boardwalk Street End Improvements (PO #17-00899); and

BE IT FURTHER RESOLVED that The Director of Financial Management is authorized to process Change Order #1 in the amount of $42,175.41 and final payment of City Contract #17-23, 14th Street Boardwalk Street End Improvements (PO #17-00899) issued to Fred M. Schiavone, PO Box 416, Malaga, NJ 08328 in the amount of $46,398.07 to be charged to as follows: Capital Account #C-04-55-301-202 - $4,222.66 (PO#17-00899 Balance) & C-04-55-301-202 - $42,175.41 (Change Order #1).

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESCO#1FAFP17-23 14th St Improvements.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

ENGINEERING DIVISION

MEMORANDUM

To: Joseph Clark, Purchasing Manager

From: Roger Rinck, Project Manager

Date: August 1, 2017

RE: **FINAL ACCEPTANCE AND CLOSEOUT**
14th Street Boardwalk Street End Improvements
Project #: 1-2017-023

The above referenced contract is complete. The Contractor's Maintenance Bond, Release of Liens, Payment of Debts and Claims and Consent of Surety to Final Payment, have been received. Final acceptance of the contact is requested for the August 22, 2017 Council Meeting.

Final payment is due in accordance with the attached contractor invoice and final change order.

If you have any questions, please feel free to contact me.

\\OCESERVER\NetworkShare\Engineering\FORMS-BLANKS\Close-out documents\Close out memo.doc

ENGINEERING DIVISION 115 12th Street, OCEAN CITY, NJ 08226
609-399-6111 FAX: 609-525-0831

Printed on Recycled Paper

CITY OF OCEAN CITY, ENGINEERING DIVISION
14TH STREET BOARDWALK STREET END IMPROVEMENTS

CHANGE ORDER NO. 1
FILE NO. 1-2017-023

PURCHASE ORDER #
0

CONTRACTOR:
FRED M. SCHIAVONE
0
0

REASON FOR CHANGE:
TYPE REASON HERE

THE TIME PROVIDED FOR COMPLETION OF THIS PROJECT IS:
____ UNCHANGED, _____ INCREASED, ____ DECREASED, BY ____ CALENDAR DAYS.

UPON EXECUTION THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT.

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL		0		0	$0.00	
		0		0	$0.00	
		0		0	$0.00	
		0		0	$0.00	
		0		0	$0.00	
					SUBTOTAL:	$0.00
EXTRA		ADDITIONS TO COMPLETE THE PROJECT	1	LS	$39,577.00	$39,577.00
		0		0	$0.00	
	12	8"x18" CONCRETE VERTICAL CURB	96	L.F.	$28.75	$2,760.00
	13	CONCRETE SIDEWALK, 4" THICK	41	S.Y.	$56.93	$2,334.13
		2 BIKE SYMBOLS ADDED	1	L.S.	$1,500.00	$1,500.00
		ADD JOIST AT 12" O/C @ VEHICLE RAMP	22	PCS	$34.00	$748.00
		0		0	$0.00	
					SUBTOTAL:	$46,919.13
REDUCTION	8	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	49	S.Y.	$17.25	$845.25
	10	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 1 1/2" THICK	49	S.Y.	$20.70	$1,014.30
	14	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN	1963	L.F.	$1.27	$2,493.01
	15	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC	308	L.F.	$1.27	$391.16
		0	19	0	$0.00	$0.00
		0		0	$0.00	
		0		0	$0.00	
		0		0	$0.00	
		0		0	$0.00	
		0		0	$0.00	
		0		0	$0.00	
		0		0	$0.00	
		0		0	$0.00	
		0		0	$0.00	

		0		0	$0.00	
					SUBTOTAL:	$4,743.72

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	$42,175.41	REQUIRED FOR THE JOB		
2			+ SUPPLEMENTAL	$0.00
3				
4			+ EXTRA	$46,919.13
5				
6			- REDUCTIONS	$4,743.72
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	$42,175.41
10				

ORIGINAL CONTRACT AMOUNT	$211,132.93
AMENDED CONTRACT AMOUNT	$253,308.34
TOTAL CONTRACT CHANGE (AMOUNT)	$42,175.41
TOTAL CONTRACT CHANGE (PERCENT)	19.98%

ACCEPTED BY:

FRED M. SCHIAVONE DATE

APPROVED BY:

PROJECT MANAGER DATE

MUNICIPAL ENGINEER DATE

PURCHASING AGENT DATE

CHIEF FINANCIAL OFFICER DATE

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: City of Ocean City
115 East 12th Street
Ocean City, NJ 08226

PROJECT: 14th Street Boardwalk St End Improvements
14th Street
Ocean City, NJ 08226

APPLICATION NO: 4
PERIOD TO: 07/19/2017
CONTRACT FOR: General Construction
CONTRACT DATE: 03/09/2017
PROJECT NOS: 1701 / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
Fred M. Schiavone Construction, Inc.
P.O. Box 416
Malaga, NJ 08328

VIA ARCHITECT:
City of Ocean City
115 East 12th Street
Ocean City, NJ 08226

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 211,132.93
2. **NET CHANGE BY CHANGE ORDERS** ..... $ 42,175.41
3. **TE** *(Line 1 ± 2)* ..... $ 253,308.34
4. **STORED TO DATE** *(Column G on G703)* ..... $ 253,308.34
5. ted Work
   n G703) $ 5,066.17
   Material
   3) $ 0.00
6. *s 5a + 5b, or Total in Column I of G703)*..... $ 5,066.17
   RETAINAGE ..... $ 248,242.17
   e 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ 206,910.27
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $ 41,331.90
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 minus Line 6) $ 5,066.17

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 42,175.41	$ 0.00
TOTAL	$ 42,175.41	$ 0.00
NET CHANGES by Change Order	$ 42,175.41	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Fred M. Schiavone Construction, Inc.
By: [signature] Date: 7/19/17
State of: New Jersey
County of: Gloucester
Subscribed and sworn to before me this 19th day of July 2017
Notary Public: Tamara R. Clark
My commission expires: 7/1/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: City of Ocean City Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

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010711ACD44

INVOICE DETAIL

INVOICE NUMBER.: 4 DATE: 07/19/2017 PERIOD TO: 07/19/2017 JOB NUMBER.: 1701

FROM: Fred M. Schiavone Construction, Inc.

NO.	WORK ITEM NAME	CONTRACT + CHANGE ORDERS	TOTAL PREVIOUSLY BILLED	CURRENT WORK	MATERIALS STORED ON JOB	TOTAL BILLED TO DATE	% COMPLETE	BALANCE REMAINING	RETAINAGE
00.001	Maint & Protection of Traffic	862.50	862.50			862.50	100		17.25
00.002	Soil Erosion & Sediment Control	1,092.50	1,092.50			1,092.50	100		21.85
00.003	25' Piling Class B	32,516.25	32,516.25			32,516.25	100		650.33
00.004	ADA Ramp 14th Street	37,030.00	37,030.00			37,030.00	100		740.60
00.005	Vehicle Ramp	55,476.00	55,476.00			55,476.00	100		1,109.52
00.006	PSA Base Course Road Mix 6"	7,245.00	7,245.00			7,245.00	100		144.90
00.007	DGA Base Course 6"	5,134.50	5,134.50			5,134.50	100		102.69
00.008	HMA Base Course 19M64 3"	9,056.25	9,056.25			9,056.25	100		181.13
00.009	Concrete Driveway 6"	3,105.00	3,105.00			3,105.00	100		62.10
00.010	MHA Surface Course 9.5M64 1 1/2"	10,867.50	10,867.50			10,867.50	100		217.35
00.011	Concrete Gutter 8"	2,898.00	2,898.00			2,898.00	100		57.96
00.012	8x18 Concrete Vertical Curb	4,830.00	4,830.00			4,830.00	100		96.60
00.013	Concrete Sidewalk 4"	9,962.75	9,962.75			9,962.75	100		199.26
00.014	Traffic Stripes Long Life Epoxy Resin	2,493.01	2,493.01			2,493.01	100		49.86
00.015	Traffic Markings, Line Long Life	693.42	693.42			693.42	100		13.87
00.016	18" HDP Culvert Pipe Perforated	3,323.50	3,323.50			3,323.50	100		66.47
00.017	30" HDP Culvert Pipe Perforated	15,180.00	15,180.00			15,180.00	100		303.60
00.018	Connect to Existing Structure	575.00	575.00			575.00	100		11.50
00.019	Storm Sewer Manholes 6'	5,341.75	5,341.75			5,341.75	100		106.84
00.020	Inlets Type A	3,450.00	3,450.00			3,450.00	100		69.00
00.021	CO # 0001	42,175.41		42,175.41		42,175.41	100		843.51
		253,308.34	211,132.93	42,175.41		253,308.34	100		5,066.17

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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: City of Ocean City
115 East 12th Street
Ocean City, NJ 08226

PROJECT: 14th Street Boardwalk St End Improvements
14th Street
Ocean City, NJ 08226

APPLICATION NO: 5
PERIOD TO: 07/19/2017
CONTRACT FOR: General Construction
CONTRACT DATE: 03/09/2017
PROJECT NOS: 1701 / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
Fred M. Schiavone Construction, Inc.
P.O. Box 416
Malaga, NJ 08328

VIA ARCHITECT:
City of Ocean City
115 East 12th Street
Ocean City, NJ 08226

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

.....	$ 211,132.93
E ORDERS	$ 42,175.41
ine 1 ± 2)	$ 253,308.34
ED TO DATE *(Column G on G703)*	$ 253,308.34
Work	
3)	$ 0.00
ial	
	$ 0.00
5b, or Total in Column I of G703)	$ 0.00
6. TOTAL EARNED LESS RETAINAGE ..... *(Line 4 minus Line 5 Total)*	$ 253,308.34
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... *(Line 6 from prior Certificate)*	$ 248,242.17
8. CURRENT PAYMENT DUE	$ 5,066.17
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$ 0.00

#5 Retainage

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 42,175.41	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 42,175.41	$ 0.00
NET CHANGES by Change Order	$ 42,175.41	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Fred M. Schiavone Construction, Inc.
By: [signature] Date: 7/19/17
State of: New Jersey
County of: Gloucester
Subscribed and sworn to before me this 19th day of July 2017
Notary Public: [signature]
My commission expires: 7/1/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: City of Ocean City Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

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010711ACD44

INVOICE DETAIL

INVOICE NUMBER.: 5 DATE: 07/19/2017 PERIOD TO: 07/19/2017 JOB NUMBER.: 1701

FROM: Fred M. Schiavone Construction, Inc.

NO.	WORK ITEM NAME	CONTRACT + CHANGE ORDERS	TOTAL PREVIOUSLY BILLED	CURRENT WORK	MATERIALS STORED ON JOB	TOTAL BILLED TO DATE	% COMPLETE	BALANCE REMAINING	RETAINAGE
00.001	Maint & Protection of Traffic	862.50	862.50			862.50	100		
00.002	Soil Erosion & Sediment Control	1,092.50	1,092.50			1,092.50	100		
00.003	25' Piling Class B	32,516.25	32,516.25			32,516.25	100		
00.004	ADA Ramp 14th Street	37,030.00	37,030.00			37,030.00	100		
00.005	Vehicle Ramp	55,476.00	55,476.00			55,476.00	100		
00.006	PSA Base Course Road Mix 6"	7,245.00	7,245.00			7,245.00	100		
00.007	DGA Base Course 6"	5,134.50	5,134.50			5,134.50	100		
00.008	HMA Base Course 19M64 3"	9,056.25	9,056.25			9,056.25	100		
00.009	Concrete Driveway 6"	3,105.00	3,105.00			3,105.00	100		
00.010	MHA Surface Course 9.5M64 1 1/2"	10,867.50	10,867.50			10,867.50	100		
00.011	Concrete Gutter 8"	2,898.00	2,898.00			2,898.00	100		
00.012	8x18 Concrete Vertical Curb	4,830.00	4,830.00			4,830.00	100		
00.013	Concrete Sidewalk 4"	9,962.75	9,962.75			9,962.75	100		
00.014	Traffic Stripes Long Life Epoxy Resin	2,493.01	2,493.01			2,493.01	100		
00.015	Traffic Markings, Line Long Life	693.42	693.42			693.42	100		
00.016	18" HDP Culvert Pipe Perforated	3,323.50	3,323.50			3,323.50	100		
00.017	30" HDP Culvert Pipe Perforated	15,180.00	15,180.00			15,180.00	100		
00.018	Connect to Existing Structure	575.00	575.00			575.00	100		
00.019	Storm Sewer Manholes 6'	5,341.75	5,341.75			5,341.75	100		
00.020	Inlets Type A	3,450.00	3,450.00			3,450.00	100		
00.021	CO # 0001	42,175.41	42,175.41			42,175.41	100		
		253,308.34	253,308.34			253,308.34	100		

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CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #14

AUTHORIZING CHANGE ORDERS #2 & 3 TO CITY CONTRACT #17-18, MAINTENANCE OF CITY OWNED GROUNDS & GARDEN PLOTS

WHEREAS, specifications were authorized for advertisement by Resolution #16-52-318 on Monday, December 8, 2016 for City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, December 14, 2016 and posted on the City of Ocean City's website, www.ocnj.us and the specifications were distributed to six (6) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots on Tuesday, January 10, 2017 and six (6) bid proposals were received; and

WHEREAS, Steven Longo, Manager Specialist; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommend that the City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots be awarded to A. Guzzo Landscaping, LLC, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots on January 26, 2017 by Resolution #17-53-022 to **A. Guzzo Landscaping, LLC, 3101 Route 42 Store #7, Sicklerville, NJ 08081** in the amount of $36,921.00; and

WHEREAS, Steven Longo, Manager Specialist; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager reviewed the proposed change order and the City Council of the City of Ocean City authorized Change Order #1 in the amount of $6,486.00 by Resolution #17-53-147 adopted on May 11, 2017 resulting in an adjusted contract amount of $43,407.00; and

WHEREAS, Steven Longo, Manager Specialist; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manger have reviewed and certified Change Orders #2 & 3 to City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots is correct as follows:

Change Orders #2 & 3

Item	Description	Total Amount
Change Order #2-Additional Items		
1.	Day Lilly Planting (40)	$ 780.00
2	Day Lilly Planting (35)	$ 682.50
3.	Property Cleanup (252 Bayshore Drive)	$ 330.00
4.	Prune Shrubs & Elevate Tree Limbs (Bayshore Drive)	$ 2,010.00
5.	Prune Roses 20th to 24th Streets & Haven Avenue	$ 2,250.00
Total Amount of Increases-Additions for Change Order #2		**$ 6,052.50**
Change Order #3-Additional Items		
1.	Dog Park Property Maintenance Bi-Monthly Cutting & Monthly Weeding	$ 3 820.00
Total Amount of Increases-Additions for Change Order #3		**$ 3,820.00**

Total Amount of Change Orders #2 & 3 to City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots ..... $ 9,872.50

Total Amount of City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots including Change Order #2 & 3..... $ 53,279.50

WHEREAS, the new adjusted contract cost including Change Orders #1, 2 & 3 is $53,279.50 an increase of $16,358.50 to the original contract and a 44.31 (%) percent increase in the total for City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots; and

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Orders #2 & 3 to City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots in the amount of $9,872.50 (PO #17-00875); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #2 & 3 in the amount of $9,872.50 to City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots (PO #17-00875) issued to A. Guzzo Landscaping, LLC, 3101 Route 42 Store #7, Sicklerville, NJ 08081 to be charged to the following Operating Account # 7-01-26-830-268.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

FILES: RAW 17-18-Garden Plots.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY
861 Asbury Avenue
Ocean City, NJ 08226

CHANGE ORDER# 2

PURCHASE ORDER # 17-00875
ACCOUNT # 7-01-26-830-268
DATE: 8/1/2017

VENDOR: A Guzzo Landscaping

Quantity	Unit/Size	Description	Unit Price	Amount
1	ea	Day Lily Planting (40)	$ 780.00	$ 780.00
1	ea	Day Lily Planting (35)	$ 682.50	$ 682.50
1	ea	Property Cleanup (252 Bayshore Dr)	$ 330.00	$ 330.00
1	ea	Prune Shrubs & Elevate Tree Limbs (Bayshore Dr)	$ 2,010.00	$ 2,010.00
1	ea	Prune Roses 20th to 24th & Haven Ave	$ 2,250.00	$ 2,250.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL CHANGE ORDER:	$ 6,052.50
			ORIGINAL PO AMOUNT:	$ 36,921.00
			ADJUSTED TOTAL OF PURCHASE ORDER:	$ 42,973.50

Division Manager

Department Head

City Purchasing Agent

Chief Financial Officer

A.GUZZO LANDSCAPING LLC

P.O. Box 8303
Turnersville, NJ 08012

Invoice

Date	Invoice #
5/31/2017	3265

Bill To

City of Ocean City
861 Asbury Avenue
City Hall - Room 203
Ocean City, NJ 08226

Phone #	Fax #
(856) 340-3266	856-629-9503

P.O. No.	Terms

Quantity	Description	Serviced	Rate	Amount
40	Install 40 Day Lilly's	5/25/2017	19.50	780.00T

Thank you for your business.

Subtotal	$780.00
Sales Tax (0.0%)	$0.00
Balance Due	$780.00

A.GUZZO LANDSCAPING LLC

P.O. Box 8303
Turnersville, NJ 08012

Invoice

Date	Invoice #
5/31/2017	3264

Bill To
City of Ocean City 861 Asbury Avenue City Hall - Room 203 Ocean City, NJ 08226

Phone #	Fax #
(856) 340-3266	856-629-9503

P.O. No.	Terms

Quantity	Description	Serviced	Rate	Amount
35	Install 35 Day Lilly's	5/20/2017	19.50	682.50T

Thank you for your business.

Subtotal	$682.50
Sales Tax (0.0%)	$0.00
Balance Due	$682.50

A.GUZZO LANDSCAPING LLC
P.O. Box 8303
Turnersville, NJ 08012

Estimate

Date	Estimate #
7/18/2017	150

E-mail
guzzodevelopers@verizon.net

Phone #	Fax #
856 340 3266	856 629-9503

Name / Address
City of Ocean City 861 Asbury Avenue City Hall - Room 203 Ocean city, NJ 08226

Terms	Item

Description	Qty	Rate	Total
Clean Up & herbicide application		275.00	275.00T
Bi Weekly Maintenance		55.00	55.00T

Subtotal	$330.00
Sales Tax (6.875%)	$22.69
Total	$352.69

A.GUZZO LANDSCAPING LLC

P.O. Box 8303
Turnersville, NJ 08012

Invoice

Date	Invoice #
7/20/2017	3413

Bill To
City of Ocean City 861 Asbury Avenue City-Hall - Room 203 Ocean city, NJ 08226
Bay Shore Drive Plot

Phone #	Fax #
(856) 340-3266	856-629-9503

P.O. No.	Terms

Quantity	Description	Serviced	Rate	Amount
	Prune all shrubs	7/20/2017	960.00	960.00T
	Elevate low hanging limbs on Bradford Pears	7/20/2017	1,050.00	1,050.00T

Thank you for your business.

Subtotal	$2,010.00
Sales Tax (0.0%)	$0.00
Balance Due	$2,010.00

A.GUZZO LANDSCAPING LLC

P.O. Box 8303
Turnersville, NJ 08012

Invoice

Date	Invoice #
7/20/2017	3414

Bill To

City of Ocean City
861 Asbury Avenue
City Hall - Rom 203
Ocean city, NJ 08226

Phone #	Fax #
(856) 340-3266	856-629-9503

P.O. No.	Terms

20th -24th Haven Street
Garden Plot

Quantity	Description	Serviced	Rate	Amount
	Pruning of overgrown shrubs and beach roses	7/20/2017	2,250.00	2,250.00T

Thank you for your business.

Subtotal	$2,250.00
Sales Tax (0.0%)	$0.00
Balance Due	$2,250.00

CITY OF OCEAN CITY
861 Asbury Avenue
Ocean City, NJ 08226

CHANGE ORDER# 3

PURCHASE ORDER # 17-00875
ACCOUNT # T-12-56-171-012
DATE: 8/1/2017

VENDOR:	A Guzzo Landscaping

Quantity	Unit/Size	Description	Unit Price	Amount
1	ea	Dog Park Property Maintenance	$ 3,820.00	$ 3,820.00
		Bi-monthly Cutting & Monthly Weeding		$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL CHANGE ORDER:	$ 3,820.00
			ORIGINAL PO AMOUNT:	$ 36,921.00
			ADJUSTED TOTAL OF PURCHASE ORDER:	$ 40,741.00

Division Manager

Department Head

City Purchasing Agent

Chief Financial Officer

A.GUZZO Landscaping, LLC

P.O. box 8303, Turnersville, NJ 08012

Phone: (856) 340-3266
Office: (856) 629-9502
Fax: (609) 938-0008

Email: guzzolandscaping@aol.com

Re: ***City of Ocean City Dog Park*** **PROPOSAL**

Lawn Mowing, String Trimming, Bed Maintenance

*All Cuts will follow specification guidelines**

Cost per Cut $110.00
Mechanical edging per season- included
X approximately (15) per season- $1,650.00

Weed Maintenance

Removal and spraying of weeds in sand 1x per month (7 months) in the interior of park

Cost for weed Maintenance- $310.00
Cost for weed maintenance x 7-$2,170.00
Total Yearly Ground Maintenance $3,820.00

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #15

AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE CITY OF OCEAN CITY AND THE OCEAN CITY BOARD OF EDUCATION FOR THE USE OF THE OCEAN CITY AQUATIC AND FITNESS CENTER

WHEREAS, the City of Ocean City, NJ is the owner of the Ocean City Aquatic and Fitness Center located at 1735 Simpson Avenue, Ocean City, NJ; and

WHEREAS, the Ocean City Board of Education desires to utilize the facility's swimming pool and locker room areas at designated times during the 2017-2018 school year for the purpose of physical education classes, athletic team practice and meet events; and

WHEREAS, an agreement has been drafted between the City of Ocean City and the Ocean City Board of Education for the school's utilization of these facilities throughout the 2017-2018 school year; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers local units to enter into this agreement; and

WHEREAS, the City of Ocean City has agreed to waive the facilities utilization fee for the 2017-2018 school year; and

WHEREAS, the Ocean City Board of Education has agreed to provide the City of Ocean City students with a Student Wellness Center and utilize the previously paid facilities fees to support the creation of a "Safe Haven" and STOPit programs as outlined in the agreement and attached letter; and

WHEREAS, the term of this agreement shall be from Monday, September 11, 2017 through Thursday, June 7, 2018; and

WHEREAS, James V. Mallon, Business Administrator; Michael J. Allegretto, Director of Community Services; Wendy Moyle, Manager of Recreation Program; Darleen H. Korup, Purchasing Assistant and Allison L. Hansen, Assistant Purchasing Agent have reviewed the agreement and recommend authorization by the City Council; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City that the agreement for the utilization of the City's Aquatic Facilities by the Ocean City Board of Education is hereby approved and authorized; and

BE IT FURTHER RESOLVED that the Mayor and the City Assistant Purchasing Agent are authorized to enter into a formal contract agreement with the Ocean City Board of Education for the local school system's utilization of the City's Aquatic Facilities, as outlined in the terms and conditions of the attached agreement.

_____
Peter V. Madden
Council President

FILES: RES 17-18 OCBE & COOC Aquatic & Fitness Center Use Agreement.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

OCEAN CITY SCHOOL DISTRICT
501 Atlantic Avenue, Suite 1
Ocean City, New Jersey 08226 – 3891
Phone: (609) 399-4161
www.oceancityschools.org

Timothy E. Kelley
Business Administrator/Board Secretary

July 13, 2017

Mr. James Mallon
Business Administrator
City of Ocean City
861 Asbury Avenue
Ocean City, NJ 08226

Dear Mr. Mallon:

I would like to take this opportunity to extend our thanks to the City of Ocean City for its consideration of waiving the pool rental fee previously paid by the District for use of the pool at the Ocean City Aquatic and Fitness Center.

As you may know, the Board of Education has approved the creation of a "Student Wellness Center" inside of Ocean City High School were students can visit and obtain information on a variety of topics related to wellness and healthy choices and also resources available for counseling and substance abuse. Additionally, the District is implementing the use of *STOPit*, a phone app based anonymous reporting system for the upcoming school year. The funds the District has previously committed for use of the pool at the Ocean City Aquatic and Fitness Center will be utilized to fund the creation of this "safe haven" and *STOPit* implementation in the current year and will offset resources, licensing and ongoing costs for the center in future years.

On behalf of Dr. Taylor and the Board of Education, I once again thank you for your support in this endeavor as we remain on the forefront of student wellness by offering our students access to a comprehensive wellness center and continue to maintain our mission statement – *Committed to Excellence*!

Sincerely,

Timothy E Kelley

Timothy E Kelley
School Business Administrator/Board Secretary

CITY OF OCEAN CITY
AMERICA'S GREATEST FAMILY RESORT
LEASE AGREEMENT

THIS AGREEMENT made this 22nd day of August, 2017, between the City of Ocean City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" and the Ocean City Board of Education, a public entity of the State of New Jersey (hereinafter referred to as "Board of Education") as authorized by City Resolution No. 17-5 adopted on, August 22, 2017.

RECITALS

1. The City is the owner of the Ocean City Aquatic and Fitness Center located at 1735 Simpson Avenue, Ocean City, NJ 08226.

2. The primary City contact person for this agreement shall be Wendy Moyle, Manager of Recreation Programs.

3. The Aquatic and Fitness Center contains an indoor swimming pool/natatorium and related locker room areas.

4. The Board of Education desires to utilize the indoor swimming pool/natatorium and related locker room areas at the Aquatic and Fitness Center for the period of Monday, September 11, 2017 through Thursday, June 7, 2018.

NOW THEREFORE, for a consideration of the mutual covenants and conditions and wishing to be bound, the parties agree as follows:

1. **Use of Facilities:** The City agrees to allow the Board of Education to have exclusive use of both the swimming pool/natatorium and the designated locker rooms at the Aquatic and Fitness Center pursuant to the terms of this agreement.

2. **Rent:** The City agrees to waive the fees so that the Board of Education can create and offset the expenses for the new Student Wellness Center, the development of a safe haven and STOPit programs for students.

3. **Use of Facilities for the Intermediate School Program:** The Board of Education shall have the right to utilize the swimming pool/natatorium and locker rooms for the Ocean City Intermediate School Program as follows:

   a. From Monday, September 11, 2017 through Tuesday, November 7, 2017 8:00 a.m. to 8:45 a.m., Monday through Friday inclusive. School will be closed on Monday, October 9, 2017.

   b. From Monday, April 9, 2018 through Thursday, June 7, 2018, 8:00 am to 8:45 am, Monday through Friday inclusive. School will have an early dismissal on Friday, May 18, 2018 and will be closed on Monday, May 28, 2018.

4. **Use of Facilities for High School Swim Team Program:** The Board of Education shall have the right to utilize the swimming pool and locker rooms for the Ocean City High School Program as follows:

   a. Between Monday, November 6, 2017 through Friday, March 9, 2018, the use by the Ocean City High School Swim Team shall be from 3:00 p.m. to 5:00 p.m., Monday through Friday inclusive and 7:00 a.m. to 9:00 a.m., Saturday.

   b. Additionally, the times shall be extended by one-half (1/2) hour on weekdays when the Ocean City Swim Team meets are held at the Ocean City Aquatic and Fitness Center.

5. **Rules and Regulations:** The Board of Education and the participants in the Intermediate School Program and the High School Swim Team Program shall abide by all rules and regulations of the Aquatic and Fitness Center as adopted from time to time by the City.

6. **Exclusive Use:** During the dates and times as outlined in Sections 3, 4 & 5 above, the Board of Education shall have exclusive use of the swimming pool/natatorium. The Board of Education shall be granted the exclusive use of the front locker room facilities for the Intermediate School Program.

7. **Maintenance:** The City reserves the right to close the swimming pool and locker rooms from time to time, if necessary, to undertake repairs and required maintenance to the facilities. In the event, that it is necessary to perform said repairs or maintenance work, the City shall give advance notice to the Board of Education. Additionally, the City shall seek to undertake the repairs and maintenance in a manner, which will minimize interference with the programs offered by the Board of Education.

8. **Insurance:** The Board of Education shall furnish proof of insurance to the City at least seven (7) days prior to the date which the Board of Education plans to begin utilizing the Aquatic and Fitness Center in the minimum amounts of $500,000.00 for property damage and $1,000,000.00 for personal liability insurance. The insurance shall cover the period during which the Board of Education will be utilizing the Aquatic and Fitness Center. The City shall be named additional Insured on the policy that is provided. Additionally, the Board of Education shall be required to notify the City sixty (60) days prior to any cancellation, intention not to renew, or material change in the required coverage.

9. **Damage:** In the event the Aquatic and Fitness Center, its furnishings or any portion of the building is damaged by the act, negligence or default of the Board of Education and/or the Board of Education's employees or any person admitted to the Aquatic and Fitness Center by the Board of Education, the Board of Education shall be required to pay to the City, upon demand, such sum as shall be necessary to restore the said premises to the condition that they were on the date thereof.

10. **Indemnification:** The Board of Education shall indemnify and hold harmless, the City, its agents, servants and employees for any injury to person, including death, or damage to property, arising out of the Board of Education's utilization of the Aquatic and Fitness Center pursuant to the terms and conditions hereof. The indemnification hereunder shall be construed to be the broadest possible permitted by the laws of the State of New Jersey. In the event of a claim, demand, presentation and/or suit against the City, the Board of Education shall save and hold harmless the City and shall at its own expense, defend the City. In connection therewith, the Board of Education shall name the City as an "additional insured" under the liability insurance policy as required in Section 8 above.

11. **Subletting:** The Board of Education shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement nor any part thereof or its right, title or interest therein without first receiving the written consent of both the Business Administrator and/or Purchasing Manager of the City of Ocean City

12. **Default by the Board of Education:** In the event of any default in the terms and conditions of said Agreement and/or breach of any rules and regulations promulgated by the City from time to time for the Aquatic and Fitness Center, then the City may, at its option and in addition to any other remedy which it may have by law or in equity, terminate this Agreement and the Board of Education shall thereafter be prohibited from utilizing the Aquatic and Fitness Center's facilities.

13. **Supervision:** Adult supervision shall be provided by the Board of Education and shall be required in both the men's and women's locker room areas before and after indoor swimming pool use. The students shall not be permitted to congregate in the lobby area either before or after the use of the pool/natatorium.

14. **Lifeguards:** The City shall be required to supply certified lifeguards at its own expense for the use of the facilities by the Intermediate School and the High School Swim Team Programs, as set forth in Sections 3 & 4 above.

15. **Default by the City of Ocean City:** In the event of any default in the terms and conditions of the Agreement, then the Board of Education may, at its option and in addition to any other remedy which it may have by law or in equity, terminate this Agreement and have no further obligation pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

THE CITY OF OCEAN CITY

_____
Jay A. Gillian, Mayor

_____
Allison L. Hansen, RPPS
Assistant Purchasing Agent

_____
Melissa G. Bovera
City Clerk

THE OCEAN CITY BOARD OF EDUCATION

_____
Joseph S. Clark, President
Ocean City Board of Education

_____
Timothy E. Kelley, Business Administrator
Ocean City Board of Education

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #16

AUTHORIZING THE SALE OF CITY PROPERTY THAT HAS BEEN DEEMED SURPLUS OR ABANDONED WITH GOVDEALS, INC.

WHEREAS, the City of Ocean City desires to dispose of property recovered by the City of Ocean City and/or City property that has been deemed surplus and no longer needed for public use; and

WHEREAS, the City of Ocean City it is estimated by the City Purchasing Manager that these items will exceed $6,000.00 in value, requiring disposition by public sale in accordance to N.J.S.A. 40A:11-36 and 40A:14-157; and

WHEREAS, the State of New Jersey permits the sale of surplus property no longer needed for public use or acquired through abandonment, through the use of the State Contract No. T-2581, Auctioneering Service-Internet Vendor and pursuant to the Local Unit Electronic Technology Pilot Program and Study Act, P.L. 2001, c.30; and

WHEREAS, Govdeals, Inc. is an authorized State Contract Vendor No. 70967; and

WHEREAS, the City of Ocean City has the property listed in Schedule A, attached to this Resolution and desires to sell these items at an online auction along with any items that may be deemed surplus between August 30, 2017 through September 13, 2017; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that the items recovered by the City of Ocean City and/or City's property that has been deemed surplus and no longer needed for public use is hereby authorized to post an offer to sell the items listed on Schedule A and any other items deemed surplus between August 30, 2017 through September 13, 2017 with GovDeals, Inc., State Contract Vendor No. 70967, an internet auctioneering service as follows:

Online Auction Site:	www. GovDeals.com
Length of Online Auction:	14 days
Auction Fees:	7.5% of the total amount of all items sold (to be paid through proceeds of the sale)
Method of Payment:	U.S. Currency - Cash, Certified Check, Money Order or Traveler's Checks
Shipping:	Buyer is responsible to pick up, load and transport
Possession:	When payment in full is received
Other Terms:	Items are sold as is where is and without warranty, payment in full is due not later than five (5) business days from the time and date (EST) of the Buyer's Certificate (issued by GovDeals Email) being received.
Minimum Bids:	To be determined by current item appraisal

BE IT FURTHER RESOLVED that the City Council of the City of Ocean City authorizes Joseph S. Clark, QPA, City Purchasing Manager to coordinate and direct the sale of surplus items no longer needed for public use from August 30, 2017 through September 13, 2017 with GovDeals, Inc., State Contract No. 70967, an internet auctioneering service.

_____
Peter V Madden
Council President

FILES: RES 2017 8-22 Govdeals.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY 08226

NOTICE OF PUBLIC ONLINE AUCTION SALE FOR THE CITY OF OCEAN CITY'S SURPLUS ITEMS & VEHICLES @ WWW.GOVDEALS.COM

The City of Ocean City, NJ will be conducting an online auction for the Public Sale of Surplus Property on an ongoing basis as items become available. The City has contracted with GovDeals, Inc. an internet based government auction website to conduct the online Sale of Surplus Property as listed and in accordance with N.J.S.A. 40A:11-36 and 40A:14-157. Items will be offered with the contracted online auction service known as GovDeals, Inc. Anyone interested in viewing these listed items may visit the GovDeals website @ **www. govdeals.com or use the link to GovDeals on the City of Ocean City's website. All interested bidders can register for free with GovDeals, Inc.**

The following are some of the items that will be posted for auction online August 30, 2017 through September 13, 2017.

1. 2004 Honda CRV (Abandoned Vehicle) – VIN# SHSRD78894U204388
2. 1985 Honda 500 MC (Abandoned Vehicle) – VIN# JH2PC0807FM208816
3. 2006 Ford Windstar (Abandoned Vehicle) – VIN# 2FMZA51666BA43717
4. 2001 Dodge Caravan (Abandoned Vehicle) – VIN# 1B4GP24391B236269
5. 1997 Ford Ranger (Abandoned Vehicle) – VIN# 1FTCR10X8VUB12132
6. 2007 Ford Taurus (Abandoned Vehicle) – VIN# 1FAFP53U57A114894
7. 2003 Lincoln Town Car (Abandoned Vehicle) – VIN# 1LNHM81W73Y671904
8. 1997 Chevrolet Astro (Abandoned Vehicle) – VIN# 1GNDM19W3VB172366
9. 2003 Nissan Maxima (Abandoned Vehicle) – VIN# JN1DA31A03T401724

All sales shall be final and items are sold "As is" "Where is". Payment shall be received by The City of Ocean City within five (5) business days of the auctions closing date. All Items (Surplus Property) shall be picked up or removed within ten (10) business days from the time and date of issuance of the Buyers Certificate. The Buyer shall be responsible to make all necessary arrangements to have the items removed. The Terms and Conditions are posted online at the GovDeals site. All items may be inspected at the location and time specified online at the items auction site.

For additional information regarding the auction, please contact the City's Purchasing Division @ (609) 525-9356.

_____

Joseph S. Clark, QPA
City Purchasing Manager

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#17

AUTHORIZING THE EXECUTION OF A CONTRACT RENEWING MEMBERSHIP IN THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the City of Ocean City is a member of the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND"); and

WHEREAS, the City of Ocean City membership terminates as of January 1, 2018 unless earlier renewed by a Contract between the City of Ocean City and the FUND; and

WHEREAS, N.J.S.A. 40A:11-5 (1) (m) provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the subject matter is for the purchase of insurance coverage and consultant services, provided that the award is in accordance with the requirements for extraordinary unspecifiable services; and

WHEREAS, N.J.S.A. 40A:11-6.1(b) provides that the City of Ocean City shall make a documented effort to secure competitive quotations; however, a Contract may be awarded upon a determination, in writing, that the solicitation of competitive quotations is impracticable; and

WHEREAS, in accordance with N.J.A.C. 5:34-2.3, a designated official of the City of Ocean City, has filed a certificate with the governing body describing in detail, as set forth below in this Resolution, why this Contract meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable; and

WHEREAS, it has been determined that the purchase of insurance coverage and insurance consultant services by the City of Ocean City requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and

WHEREAS, insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the City of Ocean City; and

WHEREAS, it is the goal of the City of Ocean City to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the City of Ocean City exposure; and

WHEREAS, the FUND has provided comprehensive insurance coverage to member municipalities since 1987; and

WHEREAS, since 1987, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and

WHEREAS, the FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and

WHEREAS, the FUND provides the City of Ocean City with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial and Legal services; and

WHEREAS, the FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and

WHEREAS, as an existing member of the FUND, the City of Ocean City would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and

WHEREAS, the membership of the FUND includes many neighboring municipalities that uniquely have similar exposures to the City of Ocean City, and with whom the City of Ocean City has existing inter-local arrangements; and

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, all of the aforementioned factors categorize the award of this Contract as an "extraordinary, unspecifiable service" that cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the City of Ocean City membership in the FUND; and

WHEREAS, for all of the aforementioned reasons, it is impracticable for the City of Ocean City to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services; and

WHEREAS, the FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and

WHEREAS, N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and

WHEREAS, the FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and

WHEREAS, for all of the aforementioned reasons, the City of Ocean City desires to enter into a Contract to renew its membership with the FUND for a period of three (3) years beginning on January 1, 2018 and continuing through December 31, 2020 for insurance coverage and consultant services, as an exception to the public bidding requirements of the Local Public Contracts Law.

NOW THEREFORE, be it resolved by the governing body of the City of Ocean City as follows:

1. The City of Ocean City agrees to renew its membership in the Atlantic County Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverage, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Atlantic County Municipal Joint Insurance Fund.

2. The term of the contract shall be for a period of three (3) years, commencing on January 1, 2018 and continuing through December 31, 2020.

3. A copy of the Business Entity Certification, the Determination of Value and Business Registration Certificate (BRC) for Atlantic County Municipal Joint Insurance Fund has been submitted and shall be placed on file in the City's Purchasing Division Office.

4. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Atlantic County Municipal Joint Insurance Fund beginning on January 1, 2018 and continuing through December 31, 2020 as listed and in accordance with this resolution and fund agreement.

_____

Peter V. Madden

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2017.

.....

City Clerk

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

CONTRACT TO RENEW MEMBERSHIP WITH THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND") is a duly chartered Municipal Joint Insurance Fund as authorized by NJSA 40A:10-36 et seq.; and

WHEREAS, the MUNICIPALITY is currently a member of said FUND; and

WHEREAS, effective January 1, 2018, said membership in the FUND will expire unless earlier renewed; and

WHEREAS, the Governing Body of the MUNICIPALITY has authorized the entry into this Contract to renew said membership through the adoption of a Resolution # 2017-___which details the reasons for renewing said membership with the FUND; and

WHEREAS, the FUND has agreed to offer renewal of membership of the MUNICIPALITY in the FUND.

NOW, THEREFORE, it is hereby contracted and agreed between the FUND and the MUNICIPALITY as follows:

1. The MUNICIPALITY hereby renews its membership in the FUND for a three (3) year term commencing on January 1, 2018 and ending on January 1, 2021 as authorized by Resolution #2017-___.
2. The MUNICIPALITY hereby ratifies and reaffirms the Indemnity and Trust Agreement, the By-Laws and other organizational and operating documents of the FUND as are from time to time are amended and altered by the FUND and/or the Department of Banking and Insurance in accordance with the applicable statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The MUNICIPALITY shall be a participating member of the FUND for the three (3) year term of this Contract, and the MUNICIPALITY shall comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of MUNICIPALITY in the FUND, the FUND has agreed to the continuing membership of the MUNICIPALITY subject to the continuing approval of the Commissioner of Banking and Insurance, to accept the renewal application of the MUNICIPALITY.

This Contract was executed on this _____day of _____, 2017 as the lawful and binding act and deed of the MUNICIPALITY and the FUND, and the execution of this Contract has been duly authorized by Resolution # 2017-___ of the governing body of the MUNICIPALITY.

MUNICIPALITY

Attest: _____ _____

CLERK **MAYOR**

FUND

Attest: _____ _____

SECRETARY **CHAIRPERSON**

August 8, 2017

Paul Miola, Executive Director
Atlantic County Municipal Joint Insurance Fund
PO Box 488
Marlton, NJ 08053

Dear Mr. Miola:

This letter is to confirm the City of Ocean City's intention to renew our membership in the Atlantic County Municipal Joint Insurance Fund for a three (3) year period, beginning January 1, 2018.

A resolution confirming this renewal has been placed on the agenda of the governing body for adoption at their meeting of August 22, 2017.

We look forward to continuing to work in partnership with you.

Sincerely,

James V. Mallon
Business Administrator

C E. Woods
F. Donato
W. McMahon III

CERTIFICATE OF A DESIGNATED OFFICIAL

In accordance with N.J.A.C. 5:34-2.3, I, _____ am the designated official of the _____ (hereinafter the "MUNICIPALITY"), and I am certifying to the governing body, in detail, why the Contract with the FUND, meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable. The reasons are as follows:

1) The purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and

2) Insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and

3) It is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and

4) The FUND has provided comprehensive insurance coverage to member municipalities since 1987; and

5) Since 1987, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and

6) The FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and

7) The FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial and Legal services; and

8) The FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and

9) As an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and

10) The membership of the FUND includes many neighboring municipalities that uniquely have similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and

11) The FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and

12) N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and

13) The FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and

14) The coverage and services provided under the Contract with the Fund cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY'S membership in the FUND; and

15) It is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services.

Signature of Designated Official: _____

Dated: _____

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION #18

AUTHORIZING THE PAYMENT OF CLAIMS

WHEREAS, N.J.S.A. 40A: 5-17 entitled "Approval and Payment of Claims and Required General Books of Account" generally sets forth the manner in which claims against municipalities are to be handled; and

WHEREAS, the attached bill list represent claims against the municipality for period including August 5, 2017 to August 18, 2017.

NOW, THEREFORE, BE IT RESOLVED that the attached bill list is approved for payment.

Frank Donato III Chief Financial Officer	Peter V. Madden, Council President

FILES/AUTHORIZING THE PAYMENT OF CLAIMS – 08.04.17 TO 8.18.17.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2017.

.....
City Clerk

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

P.O. Type: All
Range: First to Last
Format: Condensed

Include Project Line Items: Yes

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount	PO Type
15-02856	11/12/15	CALAFATI	MICHAEL CALAFATI ARCHITECT,LLC	Architect services for OCLSS	Open	3,851.24	0.00	B
16-00245	02/10/16	ACTENGIN	ACT ENGINEERS INC		Open	5,862.00	0.00	
16-00399	02/18/16	FIELDTUR	FIELDTURF USA, INC.	Resolution 16-52-063	Open	9,894.46	0.00	
16-01726	07/20/16	ACTENGIN	ACT ENGINEERS INC	RESOLUTION 16-52-201	Open	15,474.00	0.00	B
16-01946	08/16/16	MOUNT	MOUNT CONSTRUCTION COMPANY	RESOLUTION 16-52-219	Open	551,875.60	0.00	
16-03448	11/21/16	ALBERTMC	ALBERT MARINE CONSTRUCTION,	RESOLUTION 16-52-304	Open	43,253.90	0.00	
17-00001	01/09/17	DEPOS	THE DEPOSITORY TRUST COMPANY	2017 DEBT SERVICE	Open	1,396,000.00	0.00	
17-00007	01/09/17	SALES	SALES & USE TAX	2017 SALES TAX	Open	792.89	0.00	
17-00008	01/09/17	SONJ8695	STATE OF NEW JERSEY	2017 MOTOR FUEL TAX	Open	79.81	0.00	
17-00015	01/20/17	AC ELECT	ATLANTIC CITY ELECTRIC	2017 CITYWIDE ELECTRIC	Open	255.60	0.00	B
17-00017	01/20/17	NJAM3	NEW JERSEY-AMERICAN WATER CO.	2017 WATER/SEWER CHARGES	Open	916.37	0.00	B
17-00018	01/20/17	VERIW	VERIZON WIRELESS	ACCOUNT #000133299-00001	Open	2,295.61	0.00	B
17-00019	01/20/17	VERIZ	VERIZON	2017 PHONE CHARGES	Open	4,998.52	0.00	B
17-00021	01/20/17	VERIZONL	VERIZON ONLINE		Open	92.35	0.00	
17-00039	01/20/17	SUNEYONE	SUNEY SOLAR OCEAN CITY ONE LLC	MONTHLY PPA CHARGES	Open	2,125.53	0.00	B
17-00051	01/20/17	TIX COM	TIX, INC.		Open	995.00	0.00	B
17-00057	01/20/17	MAINL	MAIN LINE COMMERCIAL POOLS,INC		Open	850.00	0.00	
17-00058	01/20/17	QCLAB	EUROFINS QC, INC.		Open	170.00	0.00	
17-00061	01/20/17	ACCESS	RETRIEVEX HOLDINGS CORP		Open	345.93	0.00	B
17-00152	01/23/17	LINESYST	BLOCK LINE SYSTEMS INC.	2017 PHONE SERVICES	Open	12,474.28	0.00	B
17-00159	01/23/17	COOC	CITY OF OCEAN CITY	PROFESSIONAL SERVICES FOR 2017	Open	150.00	0.00	
17-00161	01/23/17	GRITH	GRIFFITH & CARLUCCI, ESQUIRES	PROFESSIONAL SERVICES FOR 2017	Open	3,204.00	0.00	
17-00162	01/23/17	SCHAEFFE	SCHAEFFER NASSAR SCHEIDEGG	PROFESSIONAL SERVICES 2017	Open	4,030.00	0.00	
17-00177	01/30/17	CAPEP	CAPE PROFESSIONAL BILLING	EMERGENCY MEDICAL BILLING	Open	3,046.19	0.00	B
17-00181	01/30/17	STETS	B. W. STETSON & CO.	COFFEE SUPPLIES FOR 2017	Open	75.00	0.00	B
17-00182	01/30/17	SCHEULE	SCHEULE PLANNING SOLUTIONS LLC	RES #16-52-347	Open	33,792.00	0.00	
17-00189	01/30/17	DEARBORN	DEARBORN NATIONAL LIFE INSURAN		Open	1,143.80	0.00	
17-00215	02/01/17	ACUA	ATLANTIC COUNTY UTILITY AUTHOR		Open	1,585.27	0.00	B
17-00293	02/01/17	SJENERG	SOUTH JERSEY ENERGY	2017 GAS SUPPLIER CHARGES	Open	9.91	0.00	
17-00309	02/03/17	STEIN	MARK H. STEIN, ESQUIRE	PROFESSIONAL SERVICES FOR 2017	Open	1,190.00	0.00	
17-00393	02/16/17	THOMSONR	THOMSON REUTERS	2017 Database Allocation	Open	315.71	0.00	B
17-00400	02/16/17	TEIT	TEITLER & TEITLER, LLC	RES #16-52-326	Open	300.00	0.00	B
17-00405	02/16/17	RUDERMAN	RUDERMAN, HORN & ESMERADO PC	RESOLUTION# 17-53-008	Open	5,075.00	0.00	B
17-00516	02/23/17	AMERIGAS	AMERIGAS		Open	91.51	0.00	B
17-00580	03/01/17	SEAISLE	CITY OF SEA ISLE CITY	RESOLUTION 16-52-337	Open	2,000.00	0.00	
17-00642	03/10/17	UNIVERS	UNIVERSAL MEDIA, INC.		Open	4,603.50	0.00	B
17-00643	03/10/17	UNIVERS	UNIVERSAL MEDIA, INC.		Open	2,242.74	0.00	B
17-00646	03/10/17	WISERLIN	WISER LINK ADVERTISING, INC		Open	787.50	0.00	B
17-00657	03/10/17	HORIZOND	HORIZON BS BC OF NEW JERSERY	GROUP 96895; ACCT# 293943289	Open	3,082.73	0.00	
17-00668	03/14/17	EQUIT	EQUITY COMMUNICATIONS		Open	1,350.00	0.00	
17-00681	03/15/17	LONGPORT	LONGPORT MEDIA LLC		Open	600.00	0.00	B
17-00782	03/28/17	CROSS	CROSS COUNTRY COWBOY INC.		Open	4,486.00	0.00	
17-00845	04/11/17	STONE	A.E. STONE, INC.		Open	156.48	0.00	B
17-00884	04/12/17	LEGACYFI	LEGACY FIRE SPRINKLER, LLC	Quotes Attached	Open	6,700.00	0.00	
17-00899	04/19/17	SCHIAVON	FRED M. SCHIAVONE CONST., INC.	RES 17-53-076; CC #17-23	Open	46,398.07	0.00	
17-00900	04/19/17	GOVDEALS	GOV DEALS	GOVDEAL AUCTION FEES 2017	Open	36.40	0.00	
17-00911	04/19/17	CROSS	CROSS COUNTRY COWBOY INC.		Open	4,486.00	0.00	
17-00961	04/28/17	FULLC	FULL COMPASS, LTD		Open	4,400.00	0.00	
17-01020	05/05/17	SCHIAVON	FRED M. SCHIAVONE CONST., INC.	RES 17-53-130, CC 17-29	Open	35,153.58	0.00	C
		Contract No: 00001729						

PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount	PO Type
17-01090	05/10/17	ACTENGIN	ACT ENGINEERS INC	RES 17-53-134 WETLANDS RESTORA	Open	4,866.50	0.00	
17-01137	05/12/17	LUMBERMA	LUMBERMAN ASSOCIATES	RES 17-53-144 / CC#17-31	Open	80,179.20	0.00	
17-01178	05/24/17	COLES	ED COLES	BABY PARADE 2017	Open	650.00	0.00	
17-01179	05/24/17	PORT-	PORT-O-CALL HOTEL	OC POPS / MUSIC OF KNIGHTS	Open	687.50	0.00	
17-01180	05/24/17	PITMANBO	PITMAN BOARD OF EDUCATION	2017 BABY PARADE	Open	750.00	0.00	
17-01193	05/24/17	GEICONSU	GEI CONSULTANTS, INC		Open	1,738.75	0.00	
17-01393	06/06/17	LUMBERMA	LUMBERMAN ASSOCIATES	CC#17-31 LUMBER & PILING	Open	7,248.00	0.00	
17-01421	06/09/17	DEPT	DEPTCOR	RES #17-53-009	Open	510.00	0.00	
17-01424	06/09/17	ACTENGIN	ACT ENGINEERS INC	RES 17-53-162 2017 DREDGING PR	Open	41,103.26	0.00	B
17-01446	06/12/17	CATAMA	CATAMARAN MEDIA COMPANY	GOLF ADVERTISING	Open	449.00	0.00	
17-01493	06/15/17	PROFENCE	PROGRESSIVE FENCE & LANDSCAPE		Open	1,120.00	0.00	
17-01590	06/16/17	QUIGLEY	QUIGLEY'S SPRING MILL PIANO		Open	995.00	0.00	B
17-01605	06/16/17	DETROIT	DETROIT INDUSTRIAL TOOL		Open	19.02	0.00	
17-01608	06/21/17	ATLANTAC	ATLANTIC TACTICAL, LLC		Open	1,548.16	0.00	
17-01609	06/21/17	SEASHORE	SEASHORE ASPHALT CORP.		Open	1,897.48	0.00	B
17-01610	06/21/17	CONSOL S	CONSOLIDATED STEEL & ALUMINUM	St Cont: #A88680 T#: T0640	Open	29,855.00	0.00	
17-01637	07/05/17	PITNC	PITNEY BOWES SUPPLY OPERATIONS		Open	382.47	0.00	
17-01671	07/11/17	OCLACROS	OCEAN CITY GIRLS LACROSSE		Open	1,000.00	0.00	
17-01725	07/13/17	JDC-AT	JOHN DEERE CO - AG & TURF DIV	RES 17-53-203	Open	80,041.46	0.00	
17-01743	07/13/17	GLOUC	GLOUCESTER COUNTY POLICE		Open	80.00	0.00	
17-01761	07/18/17	ACTENGIN	ACT ENGINEERS INC	RES 17-53-202	Open	38,322.31	0.00	
17-01765	07/18/17	RR P	R & R PRODUCTS, INC.		Open	427.66	0.00	
17-01767	07/18/17	CENTRALT	CENTRAL TURF & IRRIGATION SUPP		Open	175.72	0.00	
17-01771	07/18/17	PERFECT	PERFECT TOUCH LANDSCAPING, INC		Open	5,553.40	0.00	
17-01837	07/28/17	INNOL	INNOVATIVE LEADERSHIP, LLC		Open	4,200.00	0.00	
17-01840	07/28/17	SOLARCIT	SOLARCITY	REFUNDS OF PERMIT FEES	Open	470.00	0.00	
17-01847	08/01/17	COMMB	TD BANK	OCNJ HALF MARATHON	Open	1,000.00	0.00	
17-01850	08/01/17	TONYPSHO	TONY P'S HOUSE OF PIE		Open	208.00	0.00	
17-01856	08/01/17	SHADEGLO	SHADE GLOBAL, INC	R-17-53-210	Open	12,500.00	0.00	B
17-01857	08/01/17	SJSHOREM	SJSHore MARKETING, LLC		Open	2,433.47	0.00	
17-01858	08/01/17	PORT-	PORT-O-CALL HOTEL		Open	574.00	0.00	
17-01859	08/01/17	COPIE	COPIERS PLUS, INC.		Open	352.20	0.00	
17-01861	08/01/17	FREESPIR	FREE SPIRIT FISHING LLC		Open	400.00	0.00	
17-01970	08/03/17	VCI	VCI, EMERGENCY VEHICLE SPEC.	17-53-004	Open	145.00	0.00	
17-01971	08/03/17	FIRSS	FIRE & SAFETY SERVICES, LTD.	17-53-0003	Open	2,599.72	0.00	
17-01972	08/03/17	BEESLEY	BEESLEY'S POINT SEA DOO, INC.		Open	656.45	0.00	
17-01974	08/03/17	MIDATL	MID ATLANTIC FIRE AND AIR CORP		Open	595.00	0.00	
17-01978	08/03/17	77DIM	VITO DIMARCO		Open	203.84	0.00	
17-01985	08/03/17	CAPRC	CAPRI CONSTRUCTION CO., INC.		Open	5,900.00	0.00	
17-01987	08/03/17	RICHF	RICH FIRE PROTECTION		Open	500.00	0.00	
17-01988	08/03/17	VCI	VCI, EMERGENCY VEHICLE SPEC.	17-53-004	Open	1,037.12	0.00	
17-01996	08/03/17	HORIN	BILL HORIN PHOTOGRAPHY		Open	4,000.00	0.00	B
17-01998	08/03/17	CHT	COURT HOUSE TOWING		Open	1,440.00	0.00	
17-01999	08/03/17	NJSLOM	NJ STATE LEAGUE OF		Open	115.00	0.00	
17-02002	08/03/17	PROFENCE	PROGRESSIVE FENCE & LANDSCAPE		Open	530.00	0.00	
17-02004	08/03/17	BEACO	BEACH HOUSE GRILL		Open	370.00	0.00	
17-02005	08/03/17	NEALLOU	LOUIS J. NEAL	CDL REIMBURSEMENT 2017	Open	113.88	0.00	
17-02007	08/07/17	OCEANCHE	OCEAN CITY CHEVROLET		Open	64.87	0.00	
17-02008	08/07/17	CHAPMAN	CHAPMAN FORD LINCOLN MERCURY	NJ STATE CONTRACT 79166	Open	375.56	0.00	
17-02009	08/07/17	ERCO2	ERCO INTERIOR SYSTEMS, INC.		Open	387.52	0.00	
17-02010	08/07/17	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA 321212 GPC	Open	994.92	0.00	
17-02011	08/07/17	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	617.81	0.00	
17-02012	08/07/17	CHAPMAN	CHAPMAN FORD LINCOLN MERCURY	NJ STATE CONTRACT 79166	Open	301.06	0.00	
17-02013	08/07/17	GARDE	GARDEN STATE HIGHWAY PROD. INC		Open	492.20	0.00	

PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount	PO Type
17-02014	08/07/17	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	141.92	0.00	
17-02015	08/07/17	SHORH	SHORE HARDWARE		Open	142.13	0.00	
17-02016	08/09/17	ACTIONUN	ACTION UNIFORM CO., L.L.C	RES 15-51-315	Open	4,849.00	0.00	
17-02018	08/09/17	PENDE	PENDEGAST SAFETY EQUIPMENT CO.		Open	1,962.80	0.00	
17-02020	08/09/17	090ALLEG	MICHAEL ALLEGRETTO		Open	47.74	0.00	
17-02021	08/09/17	BEESLEY	BEESLEY'S POINT SEA DOO, INC.		Open	1,038.75	0.00	
17-02023	08/09/17	CALLE	CARLO CALLE		Open	705.46	0.00	
17-02025	08/09/17	CODYS	CODY'S POWER EQUIPMENT	AP GROUNDS EQUIPMENT	Open	1,874.95	0.00	
17-02028	08/11/17	BESTT	MILLEVOI/BEST TIRE, INC.	NJ STATE CONTRACT 82527	Open	259.90	0.00	
17-02029	08/11/17	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	531.05	0.00	
17-02030	08/11/17	CENTRAL	CENTRAL JERSEY EQUIPMENT		Open	42.27	0.00	
17-02032	08/11/17	GROFF TR	GROFF TRACTOR NEW JERSEY LLC		Open	350.00	0.00	
17-02033	08/11/17	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	456.80	0.00	
17-02040	08/11/17	BUSIS	BUSINESS & NEIGHBORHOOD DEVEL.		Open	290.00	0.00	
17-02041	08/11/17	LAVAROCK	LAVAROCK INC		Open	7,500.00	0.00	
17-02042	08/11/17	HARTMAN	MICHAEL J. HARTMAN		Open	69.20	0.00	
17-02044	08/11/17	74VIVARE	CHRISTOPHER VIVARELLI		Open	1,365.00	0.00	
17-02064	08/15/17	MISSIONC	MISSION COMMUNITCATIONS	Lift Station communication	Open	1,389.60	0.00	
17-02065	08/15/17	SPARKELE	SPARK ELECTRIC SERVICE, INC	UST repairs from alarm	Open	1,623.35	0.00	
17-02070	08/15/17	WELLIVER	WALLACE WELLIVER		Open	441.26	0.00	
17-02071	08/15/17	73BROOKS	JOHN W. BROOKS	2017 LIFEGUARD PENSION	Open	3,423.12	0.00	
17-02072	08/15/17	73CHISHO	KRISTIE CHISHOLM	2017 LIFEGUARD PENSION	Open	6,254.46	0.00	
17-02073	08/15/17	73MUZSLA	DREW MUZSLAY	2017 LIFEGUARD PENSION	Open	3,158.45	0.00	
17-02074	08/15/17	SANDYPOI	SANDY POINT CONSTRUCTION LLC	ESCROW REFUND	Open	13,420.00	0.00	
17-02075	08/15/17	VENEZIAN	JAN VENEZIANO	ESCROW REFUND	Open	370.50	0.00	

Total Purchase Orders: 128 Total P.O. Line Items: 0 Total List Amount: 2,617,979.70 Total Void Amount: 0.00

Issued Outside Bill List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 91056 to 91056
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void Ref Num
91056	08/11/17	OCPET	OCEAN CITY PETTY CASH ACCOUNT	245.80	4204

Report Totals

	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	245.80	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	245.80	0.00

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#19

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE CITY OF OCEAN CITY FOR DREDGE MATERIAL MANAGEMENT

WHEREAS, as set forth in N.J.S.A. 27:1A-78, the NJDOT Office of Maritime Resources shall serve as the lead on all maritime matters including but not limited to, dredging, dredging technologies and dredging related issues, as well as State and federal marine transportation systems; and

WHEREAS, as set forth in N.J.S.A. 27:1A-80, the NJDOT shall engage in waterborne, dredging, and related infrastructure development projects which enhance the economic, environmental, and efficient nature of maritime and marine trades services; and

WHEREAS, as set forth in N.J.S.A. 27:1A-82, the NJDOT, in consultation with the New Jersey Department of Environmental Protection and New Jersey Department of Treasury, is authorized to operate lease, or license a dredging facility, or contract for the design, construction, use, management or operation of any State dredging processing facility in such a manner as to produce revenue in support of the maritime industry; and

WHEREAS, Ocean City has developed a comprehensive long range plan for the dredging and dredged material management; and

WHEREAS, Ocean City is the owner of a dredged material confined disposal facility (CDF) called Route 52 CDF located under the Route 52 bridge and shown on the official municipal Tax Map as being located in Block 850.01, Lot 6 and CDF 83, shown on the official municipal Tax Map as being located in Block 3350.01, Lot 17 both in the City of Ocean City and as outlined in red on the map attached hereto as **Exhibit A** entitled **Tax Map Sheets 1 and 2** and made a part hereof (the "Property"); and

WHEREAS, the navigation channels in the back bay adjacent to Ocean City, are in need of dredging and are depicted on Figures 1 through 16 entitled **"Back Bay Dredging – Dredge Prism City of Ocean City, NJ"** attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, Ocean City is undertaking a Dredging Project in Cape May County on the Bay; and

WHEREAS, certain State-maintained channels located within Ocean City known as #181 USCG Lagoon, #182 USCG Lagoon Spur, #183 Krause's Cut, #184 Carnival Bayou, #185 Venetian Bayou, and #186 Ocean City Lagoon as depicted on a map entitled **"Back Bay Dredging – Dredge Prism State Channel Dredging"** attached hereto and incorporated herein as **Exhibit C** require dredging; and

WHEREAS, Ocean City has agreed to dredge State Channels as a part of their 2017 dredging program, and to thereafter deposit the dredged material into the Property or other suitable permitted location approved by NJDOT; and

WHEREAS, Ocean City has agreed to dredge #184 Carnival Bayou as a part of their 2017 dredging program; and

WHEREAS, the NJDOT has agreed to compensate Ocean City for the dredging of State Channels, subject to available funding; and

WHEREAS, it is in the best interests of the City of Ocean City to coordinate with the NJDOT and to accept the NJDOT's offer of compensation for the dredging of channels adjacent to Ocean City;

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, County of Cape May, New Jersey that the Mayor and Business Administrator are hereby authorized to negotiate and enter into an agreement with the NJDOT Office of Maritime Resources for Dredge Material Management, which agreement shall be substantially and substantively similar to the attached agreement.

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the 21st day of August, 2017.

_____

Peter V. Madden,
Council President

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2017.

.....

City Clerk

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

DREDGE MATERIAL MANAGEMENT AGREEMENT – OCEAN CITY
#184 Carnival Bayou

THIS AGREEMENT, is made this 22nd day of August, 2017, by Ocean City, located in Cape May County and the New Jersey Department of Transportation ("NJDOT or State");

WHEREAS, as set forth in N.J.S.A.27:1A-78, the NJDOT Office of Maritime Resources shall serve as the lead on all maritime matters including but not limited to, dredging, dredging technologies and dredging related issues, as well as State and federal marine transportation systems; and

WHEREAS, as set forth in N.J.S.A. 27:1A-80, the NJDOT shall engage in waterborne, dredging, and related infrastructure development projects which enhance the economic, environmental, and efficient nature of maritime and marine trades services; and

WHEREAS, as set forth in N.J.S.A. 27:1A-82, the NJDOT, in consultation with the New Jersey Department of Environmental Protection and New Jersey Department of Treasury, is authorized to operate lease, or license a dredging facility, or contract for the design, construction, use, management or operation of any State dredging processing facility in such a manner as to produce revenue in support of the maritime industry; and

WHEREAS, Ocean City has developed a comprehensive long range plan for the dredging and dredged material management; and

WHEREAS, Ocean City is the owner of a dredged material Confined Disposal Facility (CDF) called Route 52 CDF (Exhibit B/C, Sheet 15) located under the Route 52 bridge and shown on the official municipal Tax Map as being located in Block 850.01, Lot 6 and Site 83 CDF (Exhibit B/C, Sheet 14), shown on the official municipal Tax Map as being located in Block 3350.01, Lot 17 both in the City of Ocean City and as outlined in red on the map attached hereto as **Exhibit A** entitled **Tax Map Sheets 1 and 2** and made a part hereof (the "Property"); and

WHEREAS, the navigation channels in the back bay adjacent to Ocean City, is in need of dredging and is depicted on a map entitled **"Back Bay Dredging – Dredge Prism City of Ocean City, NJ" (Sheets 1 – 15)** attached hereto and incorporated herein as **Exhibit B/C**; and

WHEREAS, Ocean City is undertaking a Dredging Project in Cape May County on the Bay; and

WHEREAS certain State maintained channels located within Ocean City known as #181 USCG Lagoon, #182 USCG Lagoon Spur, #183 Krause's Cut, #184 Carnival Bayou, #185 Venetian Bayou, and #186 Ocean City Lagoon as depicted on a map entitled **"Back Bay Dredging – Dredge Prism State Channel Dredging" (Sheets 2, 5, 6, 7, 10 and 12)** attached hereto and incorporated herein as **Exhibit B/C** require dredging; and

WHEREAS, Ocean City has agreed to dredge State Channels as a part of their overall dredging program, and to thereafter deposit the dredged material into the Property or other suitable permitted location approved by NJDOT; and

WHEREAS, Ocean City has agreed to dredge #184 Carnival Bayou as a part of their 2017 dredging program; and

WHEREAS, the NJDOT has agreed to compensate Ocean City for the dredging of State Channels, subject to available funding; and

NOW THEREFORE, OCEAN CITY and NJDOT intending to be legally bound, agree as follows:

1. PROJECT

A. The volume of material to be removed from the State Channels is estimated at 90,578 Cubic Yards and from the Ocean City Channels is estimated at 609,547 Cubic Yards.

B. The volume of material to be removed from State Channel #184 Carnival Bayou is estimated at **11,150 Cubic Yards** and from the Ocean City Channels is estimated at **3,660 Cubic Yards**.

C. Ocean City shall arrange for financing sufficient to complete the 2017 dredging program, regardless of the NJDOT's payments due under this Agreement. Subsequent funding will be applied in future years for the future year program; additional State Channels will be considered by amendment to this Agreement.

D. The Office of Maritime Resources will provide State inspection oversight for the State Navigational Channels for FEMA compliance only and/or as necessary.

E. Eligible costs for this project include: Design, Construction, Permitting Services, Material Testing & Sampling, Material Management, Construction Inspection, and CDF Capacity.

F. The estimated cost for the State portion of the total project cost for #184 Carnival Bayou is as follows:

i. Dredged Material Placement (Design, Construction, Permitting, Material Testing, and Inspection): $631,725.88

ii. Dredging (Design, Construction, Permitting, Material Testing and Sampling, Inspection): $682,469.70

G. The estimated distribution of project costs between the State and Ocean City are attached hereto as **Exhibit D** entitled "Allocation of Project Costs – Carnival Bayou."

H. The estimated distribution of costs between the State and Ocean City based on the low-bid estimated are attached hereto as **Exhibit E** entitled "Allocation of Low-Bid Costs – Carnival Bayou."

2. FUNDING AND PAYMENT

A. The NJDOT will pay for all eligible costs attributable to dredging the State Channels ("State costs"). These costs are estimated to be $1,314,195.58 of the $1,445,615.14 total estimated cost of the combined #184 Carnival Bayou and Ocean City Project. This amount is based on Ocean City's engineering estimate plus 10%. This amount shall only be revised consistent with the terms of this Agreement.

B. The State shall not participate in costs that the NJDOT determines to be outside the purposes listed in Paragraph 1(F), above, excessive or otherwise

unallowable. Ocean City shall be afforded an opportunity to challenge this determination at an informal hearing.

C. Payments shall be made as follows:

i. Ocean City shall award a contract for the project, consistent with all State laws, regulations and orders which are applicable to the NJDOT and Ocean City. NJDOT shall review the award and either concur or reject the award, in its sole discretion. The estimate of the State costs shall be revised consistent with the contract award.

ii. The State shall pay 75% of the State costs at the time NJDOT concurs in Ocean City's award of the contract. Actual costs exceeding 75% of the estimate shall be paid by the State on a reimbursement basis upon submission of a final voucher with supporting information as required by the Department.

iii. The final voucher must be submitted to the NJDOT within six (6) months of project acceptance by NJDOT. Project acceptance will be based on the results of the After Dredge (AD) survey and as-built data.

iv. If Ocean City requests, progress payments may be made on a reimbursement basis periodically, in the State's sole discretion. Ocean City shall request reimbursement from the State by submitting vouchers in a form supplied by the State with supporting information as required by the State. Progress payments shall be in increments of $50,000 or greater.

D. Ocean City hereby certifies that all funds shall be spent only on eligible costs attributable to dredging the State Channels, as described in this Agreement.

E. In the event that the State determines that it has reimbursed Ocean City in an amount in excess of the funds actually due under this Agreement, Ocean City shall, upon notice from the State, make timely repayments to the State. If Ocean City fails to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due to Ocean City under the terms of any agreement between the State, its Departments and Agencies and Ocean City or to gain reimbursement through any other remedies available at law or equity.

F. Any change orders or claims presented by the selected contractor on the State Channel portion of this project are subject to NJDOT review and approval via an NJDOT change order.

G. Ocean City shall provide cost certification in a form specified by the State and maintain financial records relating to all costs for the project, as applicable, and comply with State of New Jersey audit requirements specified therein.

H. Ocean City shall maintain complete documentation of the project for a period of three (3) years after receiving final payment from the State.

I. Ocean City shall maintain and supply all records which the NJDOT may require in order to successfully obtain federal reimbursement for this project, regardless

of whether those records are specified in this agreement or any materials referenced in this agreement.

3. DESIGN AND CONSTRUCTION

A. In its agreements for professional and non-professional services, Ocean City shall require the provision of Public Liability, Comprehensive General Liability, Comprehensive Automobile Liability, Workers' Compensation and Employers' Liability and Professional Liability Insurance, and every such policy shall include Ocean City and the State as additional named insureds.

B. All work shall comply with all appropriate State and Federal Permits, laws, regulations and orders.

C. Ocean City shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, Ocean City shall require the provision of Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice insurance sufficient to protect the professional services provider from any liability arising out of professional obligations performed pursuant to this Agreement. The insurance shall have a minimum liability of $1,000,000 per occurrence. The NJDOT shall be named an additional insured on this policy.

D. State Channel design shall conform to 2013 (or newer) baseline surveys provided by the NJDOT's Office of Maritime Resources. Funding provided is for the maintenance of the existing State Channels only. Centerline and channel limits, both aerial and min/max dredging depth for State Channels cannot be altered and/or exceeded without the written approval of the NJDOT.

E. Ocean City shall provide all maps, reports, detailed plans, supplementary specifications and contract documents required by the NJDOT.

F. To receive final payment Ocean City must provide a pre-dredge and post-dredge survey of the State's Channels that has been signed and sealed by a Professional Surveyor licensed in the State of New Jersey. These surveys are to be used to calculate the pay volumes for the contractor using the end area averaging method. Pre-dredge and post-dredge surveys shall be conducted on transect lines provided by NJDOT. Ocean City will do the survey and calculations. The pre-dredge survey must be done no more than two (2) weeks before any dredging is performed. The post-dredge survey must be done within two (2) weeks of substantial completion of the project as reported by the contractor and before final acceptance is made. In some cases, additional post dredging surveys may be required if the survey reveals that less than 95% by volume of the sediment within the minimum dredging envelope, as specified in project plans, has been removed and that this failure significantly jeopardizes the navigable use of the channel. NJDOT will not reimburse for more than one (1) post dredging survey. Reimbursement will be made for all volume removed from within the maximum dredging envelope. In no case will reimbursement be made for volume removed outside of the maximum dredge limit as stated in the plans and specifications.

G. Ocean City will provide construction inspection for all dredging related work outlined within this agreement.

4. TERM AND TERMINATION

A. This Agreement shall be effective upon execution by both parties and shall be in effect until the Project is completed.

B. This Agreement shall be terminable upon mutual consent of the parties in writing.

C. This Agreement may be terminated for cause if either party fails to perform its obligations or materially breaches any obligation in the agreement and the failure or breach is not corrected within a mutually agreed upon time frame upon receiving written notice from the other party. This Agreement may further be terminated or suspended for Ocean City's failure to comply with all the provisions contained in this Agreement.

5. APPLICABLE LAW AND REGULATIONS

A. The parties shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Property is located.

B. Ocean City shall represent to NJDOT through relevant documents and permits that its operation of the CDF is in compliance with all applicable Federal, state, county and municipal laws, ordinances and regulations within ten (10) days of execution of this Agreement.

6. PUBLIC ADVERTISEMENT

A. The municipality shall award a construction contract for the grant project within six (6) months of approval of this Agreement by the NJDOT. The NJDOT may cancel the grant agreement if Ocean City does not award the construction contract by the specified time.

B. Prior to advertising for bids, Ocean City shall notify the NJDOT if it intends to substantially change the scope of the project proposed in this Agreement. No substantial change shall be included in the project unless it has been approved by the NJDOT.

C. Ocean City must get approval from the Office of Maritime Resources of the plans, specifications and engineers estimate before advertisement. The Office of Maritime Resources will expedite its review and response.

D. Prior to advertisement, Ocean City shall submit the following to the Office of Maritime Resources:

i. One (1) copy of the contract plans, specifications, engineer's estimate and engineer's design certification.

ii. State and Federal Permits shall be provided immediately upon receipt by Ocean City.

iii. Other documents as required.

E. Ocean City shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A: 11-1 et. seq.

F. Ocean City shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.

G. Within thirty (30) calendar days of construction bids, unless the NJDOT grants an extension of this time, Ocean City shall submit the following to the Office of Maritime Resources.

i. Two (2) copies of the summary of construction bids.

ii. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the prompt approval of the NJDOT.

7. INDEMNIFICATION

A. Ocean City hereby releases and will protect, defend, indemnify, and save NJDOT, the State, the Commissioner of the New Jersey Department of Transportation, its officers, agents, and employees from and against all claims, liabilities, demands, actions at law, equity, judgments, settlements, losses, damages, and expenses of every character whatsoever for injury to or death of any person or persons whomsoever and for damage to or loss or destruction of Property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the construction, maintenance, alteration, repair, relocation, renewal, use or presence of the crossing on the Property, or incidental to or appertaining thereto, and regardless of whether or not such injury or death or such damage to or loss or destruction of Property are due to or chargeable to, in whole or in part, any alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation by NJDOT.

B. Ocean City shall cause its contractor(s) to indemnify, defend, and save harmless the NJDOT, the State, the Commissioner of the New Jersey Department of Transportation, its officers, agents, and employees from and against any and all suits, claims, losses, demands, fees, costs of investigation, cost of defense, and damages of whatever kind or nature arising in connection with this Agreement or the contract between Ocean City and its contractor ("the contract"), regardless of the fault of the NJDOT. The obligations of this paragraph shall survive the expiration, rescission and termination of this Agreement. Ocean City's contractors must agree to provide a defense upon demand by the NJDOT, regardless of the merits of the claim, whether the claim has been filed in court, and if it has been filed, regardless of the stage of those proceedings. The purchase of insurance required by the Agreement or in the contract shall not relieve the contractor of its obligation to provide a defense for the NJDOT.

C. Ocean City agrees that it shall purchase, and maintain a Comprehensive General Liability policy of insurance and cause its subcontractors to do same. The policy shall name the NJDOT, the Commissioner of Transportation, the State, its officials and employees as an additional insured against liability which arises from any occurrence on or about the Project or Property and or which arises from any of the claims indicated in Paragraph 7A-B above. The coverage limits

shall be a minimum of liability in the amount of $1,000,000 per occurrence as a combined single limit for bodily injury and property damage.

D. Ocean City agrees that it shall purchase, and maintain a Marine Liability Insurance policy with a minimum limit of liability that shall be not less than $2,000,000 per person and $2,000,000 per occurrence for bodily injury and Property damage. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to:

i. Personal injury

ii. Contractual liability

iii. Premises and operations

iv. Products and completed operations

v. Independent contractor

vi. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles

vii. Severability of Interest/Separation of Insureds

viii. Automotive liability

E. Ocean City agrees that it shall purchase, and maintain Worker's Compensation applicable to the laws of the State of New Jersey and include an all-states endorsement to extend coverage to any state that may be interpreted to have legal jurisdiction, and Employers Liability Insurance and cause its subcontractors to do same. The policy shall name the NJDOT, the Commissioner of Transportation, the State, its officials and employees as an additional insured. The coverage limits of the policy shall be not less than $100,000 each accident, $100,000 disease each employee, and $500,000 disease aggregate limit. The policy should further be endorsed to include US Longshore and Harbor Workers coverage and Jones Act coverage.

F. Ocean City shall furnish to the NJDOT a certificate of insurance prior to starting construction together with the declaration pages, showing that Ocean City or its contractors has complied with paragraph 7A - 7E above. All of the certificates shall contain a provision or endorsement that the coverage afforded is not to be canceled, materially changed or renewal refused under this Agreement without NJDOT's prior written approval of such cancellation or change. All certificates, declaration pages and or notices shall be mailed to the New Jersey Department of Transportation as described in Section 20 Notices.

G. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Ocean City for liability in excess of such coverage, nor does it preclude the NJDOT from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

8. THIRD-PARTY BENEFICIARIES

This Agreement shall not create in any individual or entity the status of a third-party beneficiary and nothing in the Agreement shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the parties and shall inure solely to the benefit of the parties. The provisions of this Agreement are intended only to assist the parties in determining and performing the obligations set forth herein and the parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Agreement, seek any remedy arising out of performance or failure to perform by one of the parties, or bring any action for breach of the Agreement.

9. ASSIGNMENT

This Agreement shall not be assigned without written consent of the NJDOT.

10. DISPUTE

If there are any disputes among the parties concerning this Agreement, the heads or their authorized representatives of each party shall confer to resolve the dispute. All claims made in relation to this Agreement are subject to the provisions of Title 59 of the New Jersey Statutes.

11. AMENDMENT

This Agreement may be amended, supplemented, changed, modified, or altered only by mutual agreement of the parties in writing that shall be effective as of the date stipulated therein.

12. SEVERABILITY/WAIVER

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.

13. CHOICE OF LAW

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

14. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties and supersedes all other negotiations, representations, and understandings of the parties, oral or otherwise, regarding the subject matter of this Agreement.

15. BINDING EFFECT

All of the terms, conditions, and covenants to be observed and performed by the parties shall be applicable to and binding upon their several successors and assigns.

16. POLICE POWER

All obligations and penalties are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare and the environment.

17. RESERVATION OF RIGHTS

NJDOT reserves all statutory and common law rights to require Ocean City to take additional action(s) if NJDOT determines that such actions are necessary to protect public health, safety, welfare and the environment. Nothing in this Agreement shall constitute a waiver of any statutory or common law right of NJDOT to require such additional measures should NJDOT determine that such measures are necessary.

18. SUBJECT TO FUND AVAILABILITY

A failure by the NJDOT to make any payment under this Agreement or to observe and perform any condition on its part to be performed under this Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach or default by the NJDOT and the NJDOT shall not be held liable in any manner whatsoever because of the absence of available funding.

19. AUTHORITY

By the signatures below, the parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

20. NOTICE

Every notice, approval, consent, or other communication desired or required under this permit should be effective only if the same shall be in writing and sent postage prepaid by overnight mail or United States Registered or certified mail (or a similar mail service available at the time), directed to the other party at its address as follows (or such other address as either party may designate by notice given from time to time in accordance with this section:

If to NJDOT:

Genevieve Clifton
New Jersey Department of Transportation
Office of Maritime Resources
1035 Parkway Avenue
PO Box 600
Trenton, New Jersey 08625-0600

T.: (609) 530-4770

If to Ocean City:

James V. Mallon
City of Ocean City

861 Asbury Avenue
Ocean City, NJ 08226

T.: (609) 525-9357

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CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#20

AUTHORIZING THE AWARD OF CITY CONTRACT #17-36,
2017 BACK BAY HYDRAULIC DREDGING

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-186 on Thursday, June 22, 2017 for City Contract #17-36, 2017 Back Bay Hydraulic Dredging; and

WHEREAS, the Notice to Bidders was advertised in the Atlantic City Press on Saturday, July 8, 2017, the Notice to Bidders and the specifications was posted on the City of Ocean City's website, www.ocnj.us; and the specifications were distributed to two (2) prospective bidder(s) for City Contract #17-36, 2017 Back Bay Hydraulic Dredging; and

WHEREAS, bid proposals were opened for City Contract #17-36, 2017 Back Bay Hydraulic Dredging on Tuesday, August 15, 2017 and three (3) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Project Manager, Act Engineers; James V. Mallon, Business Administrator; Jason J. Sieira, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent; and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #17-36, 2017 Back Bay Hydraulic Dredging be awarded to Mobile Dredging & Pumping Company, the lowest responsible bidder; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #17-36, 2017 Back Bay Hydraulic Dredging be and is hereby awarded to the following lowest responsible bidder:

Mobile Dredging Pumping Company
3100 Bethel Road
Chester, PA 19013

Item	Description	Quantity	Amount	Total Amount
Base Bid				
1	Mobilization/Demobilization	1 Lump Sum	$ 140,000.00	$ 140,000.00
2	Soil Erosion And Sediment Control	1 Lump Sum	$ 6,500.00	$ 6,500.00
3	Hydraulic Sediment Dredging: Carnival Bayou	14,810 C.Y.	$ 35.45	$ 525,014.50
4	Site 83 CDF & Weir Box Management	1 Lump Sum	$ 56,000.00	$ 56,000.00
5	Discharge Testing	1 Lump Sum	$ 5,000.00	$ 5,000.00

Total Amount Bid, Base Bid, Items 1 - 5:.....$ 732,514.50

Cost For Private Slip/Marina Dredging ($/CY): $ 100.00

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Mobile Dredging & Pumping Company, 3100 Bethel Road, Chester, PA 19013 for City Contract #17-36, 2017 Back Bay Hydraulic Dredging as listed and in accordance with the specifications and the submitted bid proposal.

The Director of Financial Management certifies that funds are available and shall be charged to the following Capital Account #C-04-55-303-201 in the amount of $732,514.50.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW 17-36 2017 Back Bay Dredging.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr				
Bergman				
DeVlieger				
Hartzell				
Madden				
McClellan				
Wilson				

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION

SUMMARY OF BID PROPOSALS

THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

DATE RECEIVED: Tuesday, August 15, 2017 @ 2:00 PM, EDT
CITY CONTRACT #: 17-36
PROPOSAL NAME: 2017 Back Bay Hydraulic Dredging

NAME, ADDRESS & BID OF EACH BIDDER

Key: Apparent Low Bidder
Engineer's Estimate: $ 849,900.00
Calculation Error

				Mobile Dredging & Pumping Company		Mount Construction Company, Inc.		Wickberg Marine Contracting, Inc.	
				3100 Bethel Road		427 S. White Horse Pike		610 Main Street	
				Chester, PA 19013		Berlin, NJ 08009		Belford, NJ 07718	
				Jerry Vetter, President		Michael Mazzarella, V. P. of Bus. Development		Richard Wickberg, VP	
				P: 610-497-9500		P: 856-768-8493		P: 732.471.0106	
				F: 610-497-9708		F: 856-753-1453		F: 732.471.1773	
				jvetter@mobiledredging.com		dusher@mountconstruction.com		dredgeitted@aol.com	
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**
BASE BID									
1	MOBILIZATION/DEMOBILIZATION	1	LUMP SUM	$ 140,000.00	$ 140,000.00	$ 250,000.00	$ 250,000.00	$ 140.00	$ 140.00
2	SOIL EROSION AND SEDIMENT CONTROL	1	LUMP SUM	$ 6,500.00	$ 6,500.00	$ 50,000.00	$ 50,000.00	$ 7,000.00	$ 7,000.00
3	HYDRAULIC SEDIMENT DREDGING: CARNIVAL BAYO	14,810	C.Y.	$ 35.45	$ 525,014.50	$ 75.00	$ 1,110,750.00	$ 60.00	$ 888,600.00
4	SITE 83 CDF & WEIR BOX MANAGEMENT	1	LUMP SUM	$ 56,000.00	$ 56,000.00	$ 100,000.00	$ 100,000.00	$ 10,000.00	$ 10,000.00
5	DISCHARGE TESTING	1	LUMP SUM	$ 5,000.00	$ 5,000.00	$ 50,000.00	$ 50,000.00	$ 8,000.00	$ 8,000.00
	Total Amount Bid, Base Bid, Items 1 - 5:				**$732,514.50**		**$1,560,750.00**		**$913,740.00**
	Cost for Private Slip/Marina Dredging ($/CY):				**$100.00**		**$125.00**		**$100.00**
REQUIRED INFORMATION									
	Required Number of Copies (2):			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Bid Deposit/Bond:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Consent of Surety:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Buy American Certification			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Right to Extend - Time for Award:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Statement of Ownership Disclosure:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Non-Collusion Affidavit:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Mandatory Equal Employment Opportunity Language:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	NJ Affirmative Action Regulation Complaince Notice:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Required Subcontractors Listing:			Y/N	Yes - None Required	Y/N	Yes - None Required	Y/N	Yes - None Required
	Acknowledge of Receipt of Addenda:			Y/N	Yes - Three	Y/N	Yes - Three	Y/N	Yes - Three
	Disclosure of Investment Activites in Iran Statement-Two Part Form:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Disclosure of Regulatory Agency Violations:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Similar Past Project Experience:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	Projects Completed in the Past 24 Months:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	NJ Business Registration Certificate (BRC):			Y/N	Yes	Y/N	Yes	Y/N	Yes
	NJ Business Registration Certificate for Subcontractors (BRC):			Y/N	n/a	Y/N	n/a	Y/N	n/a
	NJ Public Works Contractors Registration Act Certificate:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	NJ Public Works Contractors Registration Act Certificate for Subcontractors:			Y/N	n/a	Y/N	n/a	Y/N	n/a
	Statement of Authority:			Y/N	Yes	Y/N	Yes	Y/N	Yes
	W-9:			Y/N	Yes	Y/N	Yes	Y/N	Yes

ACT ENGINEERS ANCHOR QEA

MEMORANDUM

To:	Jim Mallon, City of Ocean City	**Date:**	August 18, 2017
CC:	Joseph Clark, Allison Hansen, Dottie McCrosson, City of Ocean City Ram Mohan, P.E., Ph.D., Anchor QEA		
From:	Travis Merritts, Anchor QEA Eric Rosina, ACT Engineers		
Re:	City of Ocean City Contract No. 17-36 Recommendations for Award of Contract		

The memorandum provides a summary of bids received for City of Ocean City Contract No. 17-36, which includes the dredging of material from Carnival Bayou into the Site 83 confined disposal facility (CDF). In accordance with the bid specifications, bids for City Contact No. 17-36 were opened on Tuesday, August 15, 2017 at 2:00 PM EST in City Hall, Room #301, 861 Asbury Avenue, Ocean City, New Jersey. Bids were received from:

- Mobile Dredging and Video Pipe Inc. (Mobile Dredging) of Chester, Pennsylvania
- Mount Construction Co., Inc. (Mount Construction) of Berlin, New Jersey
- Wickberg Marine Contracting, Inc. (Wickberg Marine) of Belford, New Jersey

BID COST COMPARISON

A bid comparison table has been included with this letter as Attachment 1. For the Base Bid (Line Items 1-5 of the Bid Form), Mobile Dredging was the low bidder by an amount of $181,225.50 with a Base Bid total amount of $732,514.50.

Wickberg Marine was the second low bidder with a Base Bid total amount of $913,740.00. Mount Construction. Mount Construction submitted a Base Bid total amount of $1,560,750.00.

NOTES ON RECEIVED BIDS

Upon review of the bids for City Contract 17-36, it was observed that Wickberg Marine's listed Unit Price and Total Amount for the Mobilization/Demobilization lump sum bid item were in disagreement. As noted on the bid form, in the event of a disagreement, the listed unit price

will govern, and the bid total was updated accordingly. The error and subsequent recalculation did not impact the bidder cost ranking order for the three bids received.

A copy of Mobile Dredging and Video Pipe's 2017 Public Works Registration Certification was provided following the bid opening via email, and is included as Attachment 2.

REFERENCE PROJECT REVIEW

In accordance with Article 45.5 of the City Contract 17-36 bid specifications, bidders were required to prove to the satisfaction of the City that they have successfully completed three (3) projects in the past five (5) years that are similar in nature and scope to City Contract 17-36 and were of an amount not less than fifty percent (50%) of the amount of the proposed work. The provided reference projects for the low bidder, Mobile Dredging and Video Pipe, are provided below and meet the established criteria.

Table 1. Mobile Dredging and Video Pipe Reference Projects

	PROJECT NAME	LOCATION	WORK PERFORMED	OWNER	CONTRACT AMOUNT
1	Avalon Back Bay Dredging Project	Avalon, NJ	Hydraulic Dredging	Borough of Avalon	$3.59M
2	Silver Lake Reclamation	Silver Lake, Berlin	Dredging	State of Connecticut	$1.1M
3	Waste Management Dredging Project	Morrisville, PA	Hydraulic Dredging	Waste Management	$1M/year (2010-13)

BIDDER VIOLATION REVIEW

In accordance with Article 45.6 of the City Contract 17-36 bid specifications, bidders were required to list all projects performed by the bidder within the past 24 months. A total of 14 projects were listed by the low bidder, Mobile Dredging and Video Pipe. The contact provided for each listed reference project was contacted to determine whether any regulatory violations resulted from performance of the work. Of the contacts that were able to be reached during this check, none indicated receipt of a regulatory violation as a result of the work.

AWARD RECOMMENDATION

As the lowest bidder, it is recommended that Mobile Dredging be awarded the Base Bid contract in the amount of $732,514.50.