

ORDINANCE NO. 18-10

**BOND ORDINANCE PROVIDING FOR ACQUISITION OF
PROPERTY IN AND BY THE CITY OF OCEAN CITY, IN
THE COUNTY OF CAPE MAY, NEW JERSEY,
APPROPRIATING \$9,000,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$8,550,000 BONDS OR
NOTES OF THE CITY TO FINANCE PART OF THE COST
THEREOF**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCEAN CITY, IN THE COUNTY OF CAPE MAY, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the City of Ocean City, in the County of Cape May, New Jersey (the "City") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$9,000,000, including the sum of \$450,000 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously-adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$8,550,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the acquisition of property known as **1601-43 Simpson Avenue, 1620 Haven Avenue, 1628-38 Haven Avenue and 1644-46 Haven Avenue**, listed as **Block 1606, Lots 2, 3.01, 4 and 6** on the municipal tax map, including all related costs and expenditures necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall

mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The City hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the City may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been

filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$8,550,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$2,000,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The City hereby declares the intent of the City to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the City is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance.

The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. The Mayor, City Administrator, City Clerk and City Attorney, as the case may be, are authorized pursuant to N.J.S.A. 40A:12-1 *et seq.*, and any other applicable law, to prepare and sign any and all necessary documentation to effectuate the acquisition as described herein, concerning the property known as **1601-43 Simpson Avenue, 1620 Haven Avenue, 1628-38 Haven Avenue and 1644-46 Haven Avenue**, listed as **Block 1606, Lots 2, 3.01, 4 and 6** on the municipal tax map, including, but not limited to, any contracts and amendments thereto and all closing documents needed to complete the purchase.

Section 12. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

1

HONORING JUANITA MOORE

WHEREAS, Juanita Moore is the oldest member of Shiloh Baptist Church in Ocean City and continues to serve even at age 97; and

WHEREAS, Mother Moore will be recognized for her 60 years of service to the congregation and community at a special brunch at the church on Saturday, Aug. 25, 2018; and

WHEREAS, She has always been the heart of the Missionary Society of her church, making sure families are fed at Christmas, Thanksgiving and other holidays, and helping them at times of mourning and joy ; and

WHEREAS, Moore says her motto is, “You can’t stay in bed ... you have to get up and move along every day”; and

WHEREAS, Moore is a former employee of Lenox China and an invaluable resource on Ocean City history and its “old-time politics.”

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Ocean City, NJ and Mayor Jay A. Gillian, on behalf of all citizens, that Juanita Moore is honored and sincerely thanked for her outstanding service to the City of Ocean City, NJ; and

BE IT FURTHER RESOLVED, that we wish her health and happiness for many more years to come.

Peter V. Madden
Council President

Jay A. Gillian
Mayor

Anthony P. Wilson
Vice Council President

Michael DeVlieger

Robert S. Barr

Keith P. Hartzell

Karen Bergman

Antwan L. McClellan

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 2018.

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

City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

2

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #18-44, EMERGENCY DISASTER REMOVAL SERVICES FOR THE CITY OF OCEAN CITY & THE MEMBERS OF THE OCEAN CITY COOPERATIVE PRICING SYSTEM (251COOCPS)

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 #18-44, Emergency Disaster Removal Services for the City of Ocean City & the Members of the Ocean City Cooperative Pricing System (251COOCPS).

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, August 29, 2018 with the bid proposal opening scheduled on Thursday, September 13, 2018 and an anticipated date of award on Thursday, September 27, 2018.

Files: RAU 18-44 Emergency Disaster Removal Services for the City of Ocean City & the Members of the Ocean City Cooperative Pricing System.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 2018

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

.....
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

3

**AUTHORIZING THE AWARD OF CITY CONTRACT #18-17,
RENOVATIONS TO THE OCEAN CITY LIFESAVING STATION – PHASE 3**

WHEREAS, specifications were authorized for advertisement by Resolution #18-54-233 on Thursday, June 28, 2018 for City Contract #18-17, Renovations to the Ocean City Lifesaving Station-Phase 3; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, July 11, 2018, 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 six (6) prospective bidder(s) for City Contract #18-17, Renovations to the Ocean City Lifesaving Station-Phase 3; and

WHEREAS, bid proposals were opened for City Contract #18-17, Renovations to the Ocean City Lifesaving Station - Phase 3 on Tuesday, August 7, 2018 and three (3) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, Michael Calafati, AIA, Michael Calafati Architect, LLC; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #18-17, Renovations to the Ocean City Lifesaving Station – Phase 3 be awarded to Abhzeen Design, Inc., 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 #18-17, Renovations to the Ocean City Lifesaving Station – Phase 3 be and is hereby awarded to the following lowest responsible bidder:

Abhzeen Design, Inc.
2152 Whitesville Road
Toms River, NJ 08755

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
<u>Base Bid</u>				
1	Owner's Requirements, General Conditions as stated in Division 01 of the Project Manual & all items not listed below	1 Lump Sum	\$ 12,000.00	\$ 12,000.00
2	Site Work, Including Shoring/Bracing, Grading, Selective Demolition, Removals, Archeological Monitoring as listed in Division 02 of the Project Manual	1 Lump Sum	\$ 18,400.00	\$ 18,400.00
3	All Work as it relates to Fabrication & Installation of a Custom Wood Fence & Accessories at the Property	1 Lump Sum	\$ 45,500.00	\$ 45,500.00
4	All Work as it relates to Bluestone Walks from the Public Sidewalk to the Porch Steps 2 locations West & South Elevations	1 Lump Sum	\$ 7,000.00	\$ 7,000.00
5	All Work as it relates to the Installation of the New Porous Pavers East Elevation of the Building at the Boat Ramp	1 Lump Sum	\$ 16,000.00	\$ 16,000.00
6	All Work as it relates to the Installation of the New Flagpole, including Foundation & Salvaging of the Hardware from Existing Pole	1 Lump Sum	\$ 13,500.00	\$ 13,500.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Abhzeen Design, Inc. (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
<u>Base Bid</u>				
7	All Work as it relates to the Concrete Work, including Parking Area	1 Lump Sum	\$ 10,000.00	\$ 10,000.00
8	All Work as it relates to the Fabrication, Erection of the Project Sign	1 Lump Sum	\$ 12,000.00	\$ 12,000.00
9	Owner Established Allowance for the Fabrication & Installation of a Permanent Cast Bronze Historic Marker	1 Lump Sum	\$ 4,000.00	\$ 4,000.00
Total Amount of City Contract # 18-17, Renovations to the Ocean City Lifesaving Station – Phase 3, Base Bid Items 1 - 9:				\$ 138,400.00

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Abhzeen Design, Inc., 2152 Whitesville Road, Toms River, NJ 08755 for City Contract #18-17, Renovations to the Ocean City Lifesaving Station – Phase 3, 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: Grant Account #G-02-40-181-214 (110,260.00) & Capital Account #C-04-55-306-207 (\$28,140.00).

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

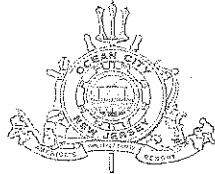
Files: RAW 18-17 OC Lifesaving Station-Ph3.doc

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 2018

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

.....
Melissa G. Rasner, City Clerk



PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

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

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DATE RECEIVED: Tuesday, August 7, 2018 @ 2:00 PM, EDT
CITY CONTRACT #: 18-17
PROPOSAL NAME: Ocean City Lifesaving Station - Phase 3

NAME, ADDRESS &
BID OF EACH BIDDER

Engineer's Estimate: \$143,031.00

Key: Apparent Low Bidder
Disqualified Bidder-Material Defect

Abhzeen Design, Inc.
2152 Whitesville Road
Toms River, NJ 08755
Contact Name(s) Bhavesh Naik
Tel # 732 984 7464;
732 330 5584 (cell)
Fax Number 732 984 7454
abhzeendesign@gmail.com

Aliano Brothers General Contractors, Inc.
Vineland Industrial Park
2560 Industrial Way
Vineland, NJ 08360
Contact Name(s) Mike Aliano
Tel # 856 794 9490
Fax Number 856 794-9492
alianobrothers@aol.com
mike@alianoconstruction.com

Hackney Concrete
230 N. New Road
Pleasantville, NJ 08232
Contact Name(s) Christian Aiuto
Wendy Hackney
Tel # 609 348 3379
Fax Number 609 645 0519
caiuto@hackneyconcrete.com
whackney@hackneyconcrete.com

DISQUALIFIED - MATERIAL DEFECT

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID									
1	Owner's Requirements, General Conitions as stated in Division 01 of the Project Manual & all items not listed below	1	Lump Sum	\$ 12,000.00	\$ 12,000.00	\$ 19,650.00	\$ 19,650.00		NO BID
2	Site Work, Including Shoring/Bracing, Grading, Selective Demolition, Removals, Archeological Monitoring as listed in Division 02 of the Project Manual	1	Lump Sum	\$ 18,400.00	\$ 18,400.00	\$ 25,670.00	\$ 25,670.00		NO BID
3	All Work as it relates to Fabrication & Installation of a Custom Wood Fence & Accessories at the Property	1	Lump Sum	\$ 45,500.00	\$ 45,500.00	\$ 59,500.00	\$ 59,500.00		NO BID
4	All Work as it relates to Bluestone Walks from the Public Sidewalk to the Porch Steps 2 locations West & South Elevations	1	Lump Sum	\$ 7,000.00	\$ 7,000.00	\$ 12,850.00	\$ 12,850.00		NO BID
5	All Work as it relates to the Installation of the New Porous Pavers East Elevation of the Building at the Boat Ramp	1	Lump Sum	\$ 16,000.00	\$ 16,000.00	\$ 17,245.00	\$ 17,245.00		NO BID
6	All Work as it relates to the Installation of the New Flagpole, including Foundation & Salvaging of the Hardware from Existing Pole	1	Lump Sum	\$ 13,500.00	\$ 13,500.00	\$ 10,500.00	\$ 10,500.00		NO BID
7	All Work as it relates to the Concrete Work, including Parking Area	1	Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 13,100.00	\$ 13,100.00		NO BID
8	All Work as it relates to the Faberaction, Erection of the Project Sign	1	Lump Sum	\$ 12,000.00	\$ 12,000.00	\$ 2,500.00	\$ 2,500.00		NO BID
9	Owner Established Allowance for the Faricaiton & Installation of a Permanent Cast Bronze Historic Marker	1	Lump Sum	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Total Amount Bid, Base Bid, Items 1 - 9:					\$138,400.00		\$165,015.00		\$0.00
Part B: Alternate Items									
ALTERNATE BID "1"									
1	Exisiting Flag Pole Removal	1	Lump Sum (+ or -)	\$3,000.00	\$3,000.00	-\$600.00	-\$600.00		NO BID
Total Amount Bid, Alternate Bid "1":					\$3,000.00		-\$600.00		NO BID
ALTERNATE BID "2"									
2	North Fence saving if the perimeter fence along the Northern Property Boundary is eliminated from scope of work	1	Lump Sum (+ or -)	\$9,000.00	\$9,000.00	-\$13,900.00	-\$13,900.00		NO BID
Total Amount Bid, Alternate Bid "2":					\$9,000.00		-\$13,900.00		NO BID

PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

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

DATE RECEIVED: Tuesday, August 7, 2018 @ 2:00 PM, EDT
CITY CONTRACT #: 18-17
PROPOSAL NAME: Ocean City Lifesaving Station - Phase 3

NAME, ADDRESS &
BID OF EACH BIDDER

Engineer's Estimate: \$143,031.00

Key: Apparent Low Bidder
Disqualified Bidder-Material Defect

Abhzeen Design, Inc.
2152 Whitesville Road
Toms River, NJ 08755
Contact Name(s) Bhavesh Naik
Tel # 732 984 7464;
732 330 5584 (cell)
Fax Number 732 984 7454
abhzeendesign@gmail.com

Aliano Brothers General Contractors, Inc.
Vineland Industrial Park
2560 Industrial Way
Vineland, NJ 08360
Contact Name(s) Mike Aliano
Tel # 856 794 9490
Fax Number 856 794-9492
alianobrothers@aol.com
mike@alianoconstruction.com

Hackney Concrete
230 N. New Road
Pleasantville, NJ 08232
Contact Name(s) Christian Aiuto
Wendy Hackney
Tel # 609 348 3379
Fax Number 609 645 0519
caiuto@hackneyconcrete.com
whackney@hackneyconcrete.com

DISQUALIFIED - MATERIAL DEFECT

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
ALTERNATE BID "3"									
3	East Fence saving if the perimeter fence along the Eastern Property Boundary is eliminated from scope of work	1	Lump Sum (+ or -)	\$8,000.00	\$8,000.00	\$12,950.00	\$12,950.00		NO BID
Total Amount Bid, Alternate Bid "3":					\$8,000.00		-\$12,950.00		NO BID

REQUIRED INFORMATION

Required Number of Copies (2):	Y/N	YES	Y/N	YES	Y/N	NO BID
Bid Deposit/Bond:	Y/N	YES	Y/N	YES	Y/N	NO BID
Consent of Surety:	Y/N	YES	Y/N	YES	Y/N	NO BID
Buy American Certification	Y/N	YES	Y/N	YES	Y/N	NO BID
Right to Extend - Time for Award:	Y/N	YES	Y/N	YES	Y/N	NO BID
Statement of Ownership Disclosure:	Y/N	YES	Y/N	YES	Y/N	NO BID
Non-Collusion Affidavit:	Y/N	YES	Y/N	YES	Y/N	NO BID
Mandatory Equal Employment Opportunity Language:	Y/N	YES	Y/N	YES	Y/N	NO BID
NJ Affirmative Action Regulation Complainece Notice:	Y/N	YES	Y/N	YES	Y/N	NO BID
Required Subcontractors Listing:	Y/N	YES-1 Steel	Y/N	NO & one was required	Y/N	NO BID
Acknowledge of Receipt of Addenda:	YES-1 7/30/18	YES	YES-1 7/30/18	YES	YES-1 7/30/18	NO BID
Disclosure of Investment Activites in Iran Statement-Two Part Form:	Y/N	YES	Y/N	YES	Y/N	NO BID
NJ Business Registration Certificate (BRC):	Y/N	YES	Y/N	YES	Y/N	NO BID
NJ Business Registration Certificate for Subcontractors (BRC):	Y/N	YES	Y/N	YES	Y/N	NO BID
NJ Public Works Contractors Registration Act Certificate:	Y/N	YES	Y/N	YES	Y/N	NO BID
NJ Public Works Contractors Registration Act Certificate for Subcontractors:	Y/N	YES	Y/N	YES	Y/N	NO BID
Statement of Authority:	Y/N	YES	Y/N	YES	Y/N	NO BID
W-9:	Y/N	YES	Y/N	YES	Y/N	NO BID

NAME, ADDRESS & BID OF EACH BIDDER Engineer's Estimate: \$143,031.00				Fred M. Schiavone Construction, LLC PO Box 416 Malaga New Jersey 08328 Contact Name(s) Iggy Bik Tel # 856-697-4558 x15 Fax Number 856-697-9612 ibik@fmschiavone.com		Straga Brothers, Inc P.O. Box 216 Glassboro, NJ 08028 Contact Name(s) Dennis Straga Tel # 856 881 7960 Fax Number 856 881 8853 dennis@stragabrothers.net gail@stragabrothers.net		West Bay Construction, Inc 133 Pleasant Avenue Absecon, NJ 08201 Contact Name(s) Elsamarie Corradetti Chris Jones Tel # 609 380 7065 609 513 7182 (cell) Fax Number 609 573 5955 elsa@westbayinc.net cjones@westbayonc.net	
Key: Apparent Low Bidder Disqualified Bidder-Material Defect									
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
3	is eliminated from scope of work	1	(+ or -)	-\$14,700.00	-\$14,700.00	-\$11,000.00	-\$11,000.00		NO BID
Total Amount Bid, Alternate Bid "3":				-\$14,700.00		-\$11,000.00		NO BID	

REQUIRED INFORMATION						
Required Number of Copies (2):	Y/N	YES	Y/N	YES	Y/N	NO BID
Bid Deposit/Bond:	Y/N	YES	Y/N	YES	Y/N	NO BID
Consent of Surety:	Y/N	YES	Y/N	YES	Y/N	NO BID
Buy American Certification	Y/N	YES	Y/N	YES	Y/N	NO BID
Right to Extend - Time for Award:	Y/N	YES	Y/N	YES	Y/N	NO BID
Statement of Ownership Disclosure:	Y/N	YES	Y/N	YES	Y/N	NO BID
Non-Collusion Affidavit:	Y/N	YES	Y/N	YES	Y/N	NO BID
Mandatory Equal Employment Opportunity Language:	Y/N	YES	Y/N	YES	Y/N	NO BID
NJ Affirmative Action Regulation Compliance Notice:	Y/N	YES	Y/N	YES	Y/N	NO BID
Required Subcontractors Listing:	Y/N	YES-1 Steel	Y/N	YES-1 Steel	Y/N	NO BID
Acknowledge of Receipt of Addenda:	YES-1 7/30/18	YES	YES-1 7/30/18	YES	YES-1 7/30/18	NO BID
Disclosure of Investment Activites in Iran Statement-Two Part Form:	Y/N	YES	Y/N	YES	Y/N	NO BID
NJ Business Registration Certificate (BRC):	Y/N	YES	Y/N	YES	Y/N	NO BID
NJ Business Registration Certificate for Subcontractors (BRC):	Y/N	YES	Y/N	YES	Y/N	NO BID
NJ Public Works Contractors Registration Act Certificate:	Y/N	YES	Y/N	YES	Y/N	NO BID
NJ Public Works Contractors Registration Act Certificate for Subcontractors:	Y/N	YES	Y/N	YES	Y/N	NO BID
Statement of Authority:	Y/N	YES	Y/N	YES	Y/N	NO BID
W-9:	Y/N	YES	Y/N	YES	Y/N	NO BID



Michael Calafati Architect, LLC

510 Bank Street, P.O.Box 2363, Cape May, NJ 08204
T 609 884 4922 F 609 884 8608 www.calafati.com

August 9, 2018

Joseph S. Clark, QPA, RPPO, CPPB, City Purchasing Manager
Department of Administration-Purchasing Division
City of Ocean City
861 Asbury Avenue
City Hall, Room 203
Ocean City, NJ 08226

Re: Phase 3 Site Repair Project at the Ocean City Life Saving Station
City Contract #18-17
NJHT Project #2014.S017
Bid Results and Recommendations for Award

Dear Joe:

Regarding the bid proposals received on Tuesday, August 7, 2018 for the above captioned project, I understand that the City has \$112,010.00 to allocate to the construction phase. This amount is available from the Sandy Disaster Relief Grant Fund for Historic Properties administered by the New Jersey Historic Trust.

While the low base bid of \$138,400 submitted by Abhzeen Design, Inc. of Toms River, NJ exceeds the available grant funds by \$26,390, this figure is appreciably lower than the next two bids of \$144,000 and \$155,240 (submitted by Straga Brothers, Inc. and Fred M. Schiavone, Inc., respectively). The variation between the low and high bids is about 12%, indicating a fairly tight and competitive range.

The construction costs were estimated well more than three years ago by the City's staff and the project's scope has evolved since that time. For example, the current project now includes additional concrete pathways and parking to provide ADA-compliant access to and within the site. Moreover, for reason of practicality, the marshaling area for boats at the base of the ramps is now porous concrete pavers (rather than pebbles or crushed stone). This simple change should reduce future maintenance needs at the site. Due to inflation over time and the changes to the scope of work, it is not surprising that the project costs have increased.

I recommend that the City accept the base bid proposal submitted by Abhzeen Design, Inc. of \$138,400. [Note: In order to further reduce shortfall, the City may wish to omit the \$4,000 allowance for a permanent marker, thus awarding a \$134,400 contract, or \$22,390 in excess of the grant amount.]

If the Council agrees, the project would proceed as soon as possible and construction activity would be completed by the end of next month. The prospective contractor, Abhzeen Design, Inc., understands that all construction activity must be completed within this limited timeframe and that there is no possibility of an extension beyond Friday, September 28, 2018. As you know, the New Jersey Historic Trust advised the City of this inflexible deadline while the project was out to bid and that an extension, unlike past years, is not possible.

I look forward to hearing from you regarding the recommendations herein.

Sincerely,



Michael Calafati, AIA

cc: Frank Donato, III, Chief Financial Officer, City of Ocean City *
Catherine Goulet, Principal Historic Preservation Specialist, New Jersey Historic Trust *
Christine Gundersen, Manager of Capital Planning, City of Ocean City *
Darleen H. Korup, Purchasing Clerk, City of Ocean City *
John Loeper, Chair, Historic Preservation Commission, City of Ocean City *
Steven Longo, Manager, Department of Public Works, City of Ocean City *
Roger Rinck, Manager Engineering and Construction, City of Ocean City *
Project File

(*via email)

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

4

RESOLUTION

**AUTHORIZING THE AWARD OF CITY CONTRACT #18-31,
2018 BACK BAY MECHANICAL DREDGING**

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-186 on Thursday, June 14, 2018 for City Contract #18-31, 2018 Back Bay Mechanical Dredging; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, June 20, 2018, 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 twenty six (26) prospective bidder(s) for City Contract #18-31, 2018 Back Bay Mechanical Dredging; and

WHEREAS, bid proposals were opened for City Contract #18-31, 2018 Back Bay Mechanical Dredging on Tuesday, July 17, 2018 and four (4) 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; Dorothy F. McCrosson, Esquire, City Solicitor; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #18-31, 2018 Back Bay Mechanical Dredging be awarded to Trident Piling Company LLC, 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 #18-31, 2018 Back Bay Mechanical Dredging be and is hereby awarded to the following lowest responsible bidder:

**Trident Piling Company, LLC
107 Hospitality Drive
Longport, NJ 08403**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Base Bid				
1.	Mobilization/Demobilization	1 Lump Sum	\$ 18,000.00	\$ 18,000.00
2.	Soil Erosion And Sediment Control	1 Lump Sum	\$ 14,000.00	\$ 14,000.00
3.	Route 52 CDF Water Management Control	1 Lump Sum	\$ 8,000.00	\$ 8,000.00
4.	Mechanical Sediment Dredging: Sung Harbor	2,720 C.Y.	\$ 45.00	\$ 122,400.00
5.	Mechanical Sediment Dredging: Sunny Harbor	2,500 C.Y.	\$ 50.00	\$ 125,000.00
6.	Excavation, Hauling, And Disposal of Residential Direct Contact Remediation Standard (RSRS) Dredged Material from Route 52 CDF	5,220 C.Y.	\$ 39.50	\$ 206,190.00
7.	Mechanical Sediment Dredging and Handling: South Harbor	740 C.Y.	\$ 60.00	\$ 44,400.00
8.	Mechanical Sediment Dredging and Handling South Harbor STA 19+00 To 23+97	260 CY	\$ 49.75	\$ 12,935.00
9.	Excavation, Hauling, and Disposal of Non-Residential Direct Contact Remediation Standard (NRSRS) Dredged Material from Route 52 CDF	1,000 CY	\$ 75.00	\$ 75,000.00
Total Amount of Base Bid, Items 1 - 9:				\$ 625,925.00
Alternate Bid A"				
10.	Mechanical Sediment Dredging & Handling: Bay Bridge Condominiums	3,380 C.Y.	\$ 45.00	\$ 152,100.00
11.	Excavation, Hauling, and Disposal of RSRS Dredged Material from Route 52 CDF	3,380 C.Y.	\$ 39.50	\$ 133,510.00
Total Amount of Alternate Bid "A", Items 10 -11:				\$ 285,610.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

Trident Piling Company, LLC (Continued)


<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Alternate Bid "B"				
12.	Mechanical Sediment Dredging & Handling: 3rd Street Bayfront	1,030 C.Y.	\$ 48.00	\$ 49,440.00
11.	Excavation, Hauling, and Disposal of NRSRS Dredged Material from Route 52 CDF	1,030 C.Y.	\$ 75.00	\$ 77,250.00
Total Amount Bid, Alternate Bid "B", Items 12 -13:				\$ 126,690.00

Total Amount of City Contract # 18-31, 2018 Back Bay Mechanical Dredging
including Base Bid, Alternate "A" & "B" \$ 1,038,225.00

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Trident Piling Company, LLC, 107 Hospitality Drive, Longport, NJ 08403 for City Contract #18-31, 2018 Back Bay Mechanical 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 - \$1,038,225.00.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

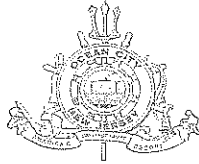
Peter V. Madden
Council President

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 2018

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

.....
Melissa G. Rasner, City Clerk



PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

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

DATE RECEIVED: Tuesday, July 17, 2018 @ 2:00 PM, EDT
CITY CONTRACT #: 18-31
PROPOSAL NAME: 2018 Back Bay Mechanical Dredging

NAME, ADDRESS & BID OF EACH BIDDER Engineer's Estimate: \$1,273,100.00 \$766,600.00- Base Bid \$312,800.00-Alternate Bid "A" \$193,000.00-Alternate Bid "B" Key: Apparent Low Bidder				Charter Contracting Company, LLC		Mount Construction Company, Inc.		Trident Piling Company, LLC	
				500 Harrison Avenue, Suite 4R		427 South White Horse Pike		107 Hospitality Drive	
				Boston, MA 02118		Berlin, NJ 08009		Longport, NJ 08403	
				Robert L. Delhome		Michael Mazzarella		Joseph Stewart	
				Phone: 857-246-6800		Phone: 856-768-8493		Phone: 609-703-7466	
				Fax: 856-246-6885		Fax: 856-753-1453		Fax: 609-823-0215	
rdelhome@charter.us		mmazzarella@mountconstruction.com		jstew70718@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	\$ 106,000.00	\$ 106,000.00	\$ 150,000.00	\$ 150,000.00	\$ 18,000.00	\$ 18,000.00
2	SOIL EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$ 45,000.00	\$ 45,000.00	\$ 26,000.00	\$ 26,000.00	\$ 14,000.00	\$ 14,000.00
3	ROUTE 52 CDF WATER MANAGEMENT CONTROL	1	LUMP SUM	\$ 304,079.00	\$ 304,079.00	\$ 40,000.00	\$ 40,000.00	\$ 8,000.00	\$ 8,000.00
4	MECHANICAL SEDIMENT DREDGING AND HANDLING: SUNG HARBOR	2,720	C.Y.	\$ 24.00	\$ 65,280.00	\$ 63.00	\$ 171,360.00	\$ 45.00	\$ 122,400.00
5	MECHANICAL SEDIMENT DREDGING AND HANDLING: SUNNY HARBOR STA 0-37 TO 19+00	2,500	C.Y.	\$ 24.00	\$ 60,000.00	\$ 54.00	\$ 135,000.00	\$ 50.00	\$ 125,000.00
6	EXCAVATION, HAULING, AND DISPOSAL OF RESIDENTIAL DIRECT CONTACT REMEDIATION STANDARD (RSRS)DREDGED MATERIAL FROM ROUTE 52 CDF	5,220	C.Y.	\$ 32.00	\$ 167,040.00	\$ 49.00	\$ 255,780.00	\$ 39.50	\$ 206,190.00
7	MECHANICAL SEDIMENT DREDGING AND HANDLING: SOUTH HARBOR	740	C.Y.	\$ 24.00	\$ 17,760.00	\$ 75.00	\$ 55,500.00	\$ 60.00	\$ 44,400.00
8	MECHANICAL SEDIMENT DREDGING AND HANDLING: SOUTH HARBOR STA 19+00 TO 23+97	260	CY	\$ 20.00	\$ 5,200.00	\$ 112.00	\$ 29,120.00	\$ 49.75	\$ 12,935.00
9	EXCAVATION, HAULING, AND DISPOSAL OF NON-RESIDENTIAL DIRECT CONTACT REMEDIATION STANDARD (NRSRS)DREDGED MATERIAL FROM ROUTE 52 CDF	1,000	CY	\$ 40.00	\$ 40,000.00	\$ 48.00	\$ 48,000.00	\$ 75.00	\$ 75,000.00
Total Amount Bid, Base Bid, Items 1 - 9:				\$810,359.00		\$910,760.00		\$625,925.00	
ALTERNATE BID "A"									
10	MECHANICAL SEDIMENT DREDGING & HANDLING: BAY BRIDGE CONDOMINIUMS	3,380	C.Y.	\$24.00	\$81,120.00	\$62.00	\$209,560.00	\$45.00	\$152,100.00
11	EXCAVATION, HAULING, AND DISPOSAL OF RSRS DREDGED MATERIAL FROM ROUTE 52 CDF	3,380	C.Y.	\$32.00	\$108,160.00	\$50.00	\$169,000.00	\$39.50	\$133,510.00
Total Amount Bid, Alternate Bid "A", Items 10 -11:				\$189,280.00		\$378,560.00		\$285,610.00	
ALTERNATE BID "B"									
12	MECHANICAL SEDIMENT DREDGING & HANDLING: 3RD STREET BAYFRONT	1,030	C.Y.	\$24.00	\$24,720.00	\$72.00	\$74,160.00	\$48.00	\$49,440.00
11	EXCAVATION, HAULING, AND DISPOSAL OF NRSRS DREDGED MATERIAL FROM ROUTE 52 CDF	1,030	C.Y.	\$40.00	\$41,200.00	\$50.00	\$51,500.00	\$75.00	\$77,250.00
Total Amount Bid, Alternate Bid "B", Items 12 -13:				\$65,920.00		\$125,660.00		\$126,690.00	
TOTAL AMOUNT OF BASE BID, ALTERNATE BIDS "A" & "B":					\$1,065,559.00	\$1,414,980.00		\$1,038,225.00	

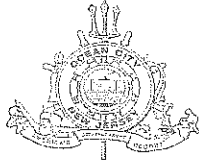
PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

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

DATE RECEIVED: Tuesday, July 17, 2018 @ 2:00 PM, EDT
CITY CONTRACT #: 18-31
PROPOSAL NAME: 2018 Back Bay Mechanical Dredging

NAME, ADDRESS & BID OF EACH BIDDER Engineer's Estimate: \$1,273,100.00 \$766,600.00- Base Bid \$312,800.00-Alternate Bid "A" \$193,000.00-Alternate Bid "B" Key: Apparent Low Bidder	Charter Contracting Company. LLC	Mount Construction Company, Inc.	Trident Piling Company, LLC
	500 Harrison Avenue, Suite 4R	427 South White Horse Pike	107 Hospitality Drive
	Boston, MA 02118	Berlin, NJ 08009	Longport, NJ 08403
	Robert L. Delhome	Michael Mazzarella	Joseph Stewart
	Phone: 857-246-6800	Phone: 856-768-8493	Phone: 609-703-7466
	Fax: 856-246-6885	Fax: 856-753-1453	Fax: 609-823-0215
	rdelhome@charter.us	mmazzarella@mountconstruction.com	istew70718@aol.com

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
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 Compliance Notice:		Y/N	YES		Y/N	YES	Y/N	YES
	Required Subcontractors Listing:		Y/N	YES-NONE		Y/N	YES-NONE	Y/N	YES-NONE
	Acknowledge of Receipt of Addenda:		Y/N	YES-1 7/6/18		Y/N	YES-1 7/6/18	Y/N	YES-1 7/6/18
	Disclosure of Investment Activities 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



PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

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

DATE RECEIVED: Tuesday, July 17, 2018 @ 2:00 PM, EDT
CITY CONTRACT #: 18-31
PROPOSAL NAME: 2018 Back Bay Mechanical Dredging

<div>NAME, ADDRESS & BID OF EACH BIDDER</div> <div>Engineer's Estimate: \$1,273,100.00</div> <div>\$766,600.00- Base Bid</div> <div>\$312,800.00-Alternate Bid "A"</div> <div>\$193,000.00-Alternate Bid "B"</div> <div>Key: Apparent Low Bidder</div>				Walters Marine Construction Inc.					
				414 Woodbine-Oceanview Road					
				Ocean View, NJ 08230					
				David Southard					
				Phone: 609-624-8702					
				Fax: 609-624-8703					
office@watersmarineconstruciton.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	\$ 150,000.00	\$ 150,000.00				
2	SOIL EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$ 30,000.00	\$ 30,000.00				
3	ROUTE 52 CDF WATER MANAGEMENT CONTROL	1	LUMP SUM	\$ 50,000.00	\$ 50,000.00				
4	MECHANICAL SEDIMENT DREDGING AND HANDLING: SUNG HARBOR	2,720	C.Y.	\$ 36.00	\$ 97,920.00				
5	MECHANICAL SEDIMENT DREDGING AND HANDLING: SUNNY HARBOR STA 0-37 TO 19+00	2,500	C.Y.	\$ 50.00	\$ 125,000.00				
6	EXCAVATION, HAULING, AND DISPOSAL OF RESIDENTIAL DIRECT CONTACT REMEDIATION STANDARD (RSRS)DREDGED MATERIAL FROM ROUTE 52 CDF	5,220	C.Y.	\$ 68.00	\$ 354,960.00				
7	MECHANICAL SEDIMENT DREDGING AND HANDLING: SOUTH HARBOR	740	C.Y.	\$ 70.00	\$ 51,800.00				
8	MECHANICAL SEDIMENT DREDGING AND HANDLING: SOUTH HARBOR STA 19+00 TO 23+97	260	CY	\$ 70.00	\$ 18,200.00				
9	EXCAVATION, HAULING, AND DISPOSAL OF NON-RESIDENTIAL DIRECT CONTACT REMEDIATION STANDARD (NRSRS)DREDGED MATERIAL FROM ROUTE 52 CDF	1,000	CY	\$ 68.00	\$ 68,000.00				
Total Amount Bid, Base Bid, Items 1 - 9:				\$945,880.00					
ALTERNATE BID "A"									
10	MECHANICAL SEDIMENT DREDGING & HANDLING: BAY BRIDGE CONDOMINIUMS	3,380	C.Y.	\$36.00	\$121,680.00				
11	EXCAVATION, HAULING, AND DISPOSAL OF RSRS DREDGED MATERIAL FROM ROUTE 52 CDF	3,380	C.Y.	\$68.00	\$229,840.00				
Total Amount Bid, Alternate Bid "A", Items 10 -11:				\$351,520.00					
ALTERNATE BID "B"									
12	MECHANICAL SEDIMENT DREDGING & HANDLING: 3RD STREET BAYFRONT	1,030	C.Y.	\$46.00	\$47,380.00				
11	EXCAVATION, HAULING, AND DISPOSAL OF NRSRS DREDGED MATERIAL FROM ROUTE 52 CDF	1,030	C.Y.	\$68.00	\$70,040.00				
Total Amount Bid, Alternate Bid "B", Items 12 -13:				\$117,420.00					
TOTAL AMOUNT OF BASE BID, ALTERNATE BIDS "A" & "B":					\$1,414,820.00				

NAME, ADDRESS & BID OF EACH BIDDER			Walters Marine Construction Inc.						
Engineer's Estimate: \$1,273,100.00 \$766,600.00- Base Bid \$312,800.00-Alternate Bid "A" \$193,000.00-Alternate Bid "B" Key: Apparent Low Bidder			414 Woodbine-Oceanview Road						
			Ocean View, NJ 08230						
			David Southard						
			Phone: 609-624-8702						
			Fax: 609-624-8703						
			office@watersmarineconstruciton.com						
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
REQUIRED INFORMATION									
	Required Number of Copies (2):		Y/N	YES		Y/N		Y/N	
	Bid Deposit/Bond:		Y/N	YES		Y/N		Y/N	
	Consent of Surety:		Y/N	YES		Y/N		Y/N	
	Buy American Certification		Y/N	YES		Y/N		Y/N	
	Right to Extend - Time for Award:		Y/N	YES		Y/N		Y/N	
	Statement of Ownership Disclosure:		Y/N	YES		Y/N		Y/N	
	Non-Collusion Affidavit:		Y/N	YES		Y/N		Y/N	
	Mandatory Equal Employment Opportunity Language:		Y/N	YES		Y/N		Y/N	
	NJ Affirmative Action Regulation Compliance Notice:		Y/N	YES		Y/N		Y/N	
	Required Subcontractors Listing:		Y/N	YES-NONE		Y/N		Y/N	
	Acknowledge of Receipt of Addenda:		Y/N	YES-1 7/6/18		Y/N		Y/N	
	Disclosure of Investment Activites in Iran Statement-Two Part Form:		Y/N	YES		Y/N		Y/N	
	Disclosure of Regulatory Agency Violations:		Y/N	YES		Y/N		Y/N	
	Similar Past Project Experience:		Y/N	YES		Y/N		Y/N	
	Projects Completed in the Past 24 Months:		Y/N	YES		Y/N		Y/N	
	NJ Business Registration Certificate (BRC):		Y/N	YES		Y/N		Y/N	
	NJ Business Registration Certificate for Subcontractors (BRC):		Y/N	N/A		Y/N		Y/N	
	NJ Public Works Contractors Registration Act Certificate:		Y/N	YES		Y/N		Y/N	
	NJ Public Works Contractors Registration Act Certificate for Subcontractors:		Y/N	N/A		Y/N		Y/N	
	Statement of Authority:		Y/N	YES		Y/N		Y/N	
	W-9:		Y/N	YES		Y/N		Y/N	

MEMORANDUM

To: George Savastano, City of Ocean City **Date:** August 14, 2018

CC: Joseph Clark, Darleen Korup, Dottie McCrosson, City of Ocean City
Ram Mohan, P.E., Ph.D., Travis Merritts, Anchor QEA

From: Robert Korkuch PE, Eric Rosina, ACT Engineers

Re: City of Ocean City Contract No. 18-31
2018 Back Bay Mechanical Dredging
Recommendations for Award of Contract

The memorandum provides a summary of bids received for City of Ocean City Contract No. 18-31 which includes the dredging of material from: Bay Bridge Condominiums; Snug Harbor, Sunny Harbor, 3rd Street Bayfront and South Harbor into the Route 52 confined disposal facility (CDF). In accordance with the bid specifications, bids for City Contact No. 18-31 were opened on Tuesday, July 17, 2018 at 2:00 PM EST in City Hall, Room #301, 861 Asbury Avenue, Ocean City, New Jersey. Bids were received from:

- Charter Contracting Company, LLC (Charter) of Boston, Massachusetts
- Mount Construction Company (Mount) of Berlin, New Jersey
- Trident Piling Company (Trident) of Longport, New Jersey
- Walters Marine Construction Inc. (Walters) of Ocean View, New Jersey

BID COST COMPARISON

Bids were solicited for a base scope of services (Base Bid) and for two additional scopes of work (Alternate 'A' and Alternate 'B'). A bid comparison table has been included with this letter as Attachment 1. For the Base Bid (Line Items 1-9 of the Bid Form) plus Alternate 'A' (Line Items 10 and 11 of the Bid Form) plus Alternate 'B' (Line Items 12 and 11 on the Bid Form), Trident was the low bidder with an amount of \$1,038,225.00.

Charter was the second low bidder for the Base Bid plus Alternates 'A' and 'B' with an amount of \$1,065,559.00. Walters submitted a bid total amount of \$1,414,820. Mount submitted a total bid of \$1,414,980.00.

NOTES ON RECEIVED BIDS

None.

REFERENCE PROJECT REVIEW

In accordance with Article 45.5 of the City Contract 18-31 bid specifications, bidders were required to prove to the satisfaction of the City that they have performed three (3) projects in the past five (5) years that are similar in nature and scope to City Contract 18-31 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, Trident Piling Company, are provided below and meet the established criteria.

Table 1. Trident Construction Reference Projects

	<u>PROJECT NAME</u>	<u>LOCATION</u>	<u>WORK PERFORMED</u>	<u>OWNER</u>	<u>CONTRACT AMOUNT</u>
1	Snug Harbor Dredging 2016	Ocean City, NJ	Mechanical Dredging	Ocean City	\$765K
2	Glen Cove and South Harbor Dredging 2016	Ocean City, NJ	Mechanical Dredging	Ocean City	\$653K
3	Snug Harbor/South Harbor Dredging 2017	Ocean City, NJ	Mechanical Dredging	Ocean City	\$1.038M

BIDDER VIOLATION REVIEW

In accordance with Article 45.6 of the City Contract 18-31 bid specifications, bidders were required to disclose any regulatory agency open violations or any violations received within the past 24 months. All bidders reported compliance.

AWARD RECOMMENDATION

As the lowest bidder, it is recommended that Trident Piling Company be awarded the contract in the amount of \$1,038,225.00.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

5

**AUTHORIZING THE AWARD OF CITY RFP #Q-18-002, GENERAL MUNICIPAL BOND
COUNSEL SERVICES FOR THE CITY OF OCEAN CITY**

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; and

WHEREAS, the Request for Proposal was advertised in the Ocean City Sentinel on Wednesday, June 20, 2018 and was posted on the City of Ocean City's website, www.ocnj.us and distributed to four (4) prospective respondent(s); and

WHEREAS, the Request for Proposals (RFP's) were received & opened for City RFP #Q-18-002, General Municipal Bond Counsel Services for the City of Ocean City on Tuesday, July 17, 2018 and four (4) proposals were received per the attached Summary of Quotes; and

WHEREAS, based on the evaluations conducted in accordance with New Jersey State Local Public Contract Law by Frank Donato III, Director of Financial Management; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager where they reviewed the proposals and specifications and have recommended that the contract be awarded to McManimon & Scotland & Baumann, LLC; the lowest responsible bidder; 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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City RFP #Q-18-002, General Municipal Bond Counsel Services for the City of Ocean City be and is hereby awarded to the following lowest responsible bidder:

McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, NJ 07068

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>1st Year Rates</u>
1.0	Preparation of Bond Ordinances		
1.1	Cost to prepare a Bond Ordinance	1 per Ordinance	\$ 600.00
1.2	Cost per Bond Ordinance for the Record of the Proceeding	1 per Ordinance	\$ 600.00
2.0	Work in Connection with Tax Matters on Bond Anticipation Notes and /or Tax Anticipation Notes		
2.1	The Cost for work in Connection with Tax & Arbitrage Matters relative to the Identified Debt Issuance	Flat Rate	\$ 500.00
3.0	Issuance of Bond Notes		
3.1	Issuance of a Bond Anticipation Note & a Legal Opinion for Each Million or Increment Thereof	As stated in Supply Cost Schedule 1 Million to 15 Million 15 Million & Above Additional Series	\$ 0.50 per Thousand \$ 0.40 per Thousand \$ 500.00
4.0	Work in Connection with Tax Matters on Bond Anticipation Notes and/or Tax Anticipation Notes		
4.1	Issuance of a Tax Anticipation Note & a Legal Opinion for Each Million or Increment Thereof	As stated in Supply Cost Schedule 1 Million to 15 Million 15 Million & Above Additional Series	\$ 0.50 per Thousand \$ 0.40 per Thousand \$ 500.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

McManimon, Scotland & Baumann, LLC (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>1st Year Rates</u>
5.0	Issuance Cost of General Obligation Bonds		
5.1	Issuance Cost of General Obligation Bonds As stated in Supply Cost Schedule		
	Obligation Bonds Issued		\$ 3,500.00 Plus
		1 Million to 15 Million	\$ 1.00 per Thousand
		15 Million & Above	\$ 0.75 per Thousand
		Additional Series	\$ 1,000.00
6.0	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	Postages:		actual cost
6.6	Travel/Mileage/per mile		\$ 0.55
6.7	Courier Service		actual cost
7.0	Hourly Rates		
7.1	Paralegals		\$ 135.00/hr.
7.2	Associates		\$ 215.00/hr.
7.3	Senior Associates/Counsel		\$ 215.00/hr.
7.4	Shareholders		\$ 215.00/hr.

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, Second Floor, Roseland, NJ 07068 beginning on September 1, 2018 through August 30, 2019 for City RFP #Q-18-002, General Municipal Bond Counsel Services for the City of Ocean City as listed an in accordance with the specifications, submitted proposal form and resolution.

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).

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW RFP Q-18-002 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 2018

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

.....
Melissa G. Rasner, City Clerk



PURCHASING DIVISION
SUMMARY OF QUOTES
 Y THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

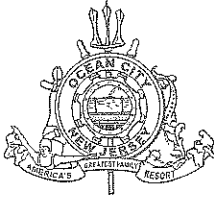
DATE RECEIVED:
CITY RFP #:
PROPOSAL NAME:

Tuesday, July 17, 2018
Q-18-002
General Municipal Bond Counsel Services
for the City of Ocean City

NAME, ADDRESS & BID OF EACH BIDDER			McManimon, Scotland & Baumann, LLC			Parker McCay			Waters, Mc Pherson, McNeill, PC			Winne Banta		
			75 Livingston Avenue, Second Floor			9000 Midland Drive Suite 300			300 Lighting Way			Winne Banta Basralian & Kahn PC		
			Roseland, NJ 07068			Mount Laurel, NJ 08054			Secaucus, NJ 07096			Court Plaza South - East Wing		
			Phone: 973-622-1800			Phone: 856-596-8900			Phone: 201-863-4400			21 Main Street Suite 101		
			jbaumann2msbnj.com			Fax: 856-596-9631			Fax: 201-863-2866			PO Box 647		
												Hackensack NJ 07601-0647		
												Phone: 201-487-3800		
												Fax: 201-487-8529		
ITEM	DESCRIPTION	QTY	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021
1.0	Preparation of Bond Ordinances													
1.1	Cost to prepare a Bond Ordinance	1 per ord.	\$ 600.00	\$ 600.00	\$ 600.00	\$ 450.00	\$ 450.00	\$ 450.00	400.00 per single purpose bond ordinance capital ord. or resolution 600.00 per each multipurpose bond ordinance	Per Proposal Engagement Letter	Per Proposal Engagement Letter	\$ 600.00	\$ 600.00	\$ 600.00
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	see above	Per Proposal Engagement Letter	Per Proposal Engagement Letter	\$ 600.00	\$ 600.00	\$ 600.00
2.0	Work in Connection with Tax Matters on Bond Anticipation Notes and /or Tax Anticipation Notes													
2.1	The Cost for work in Connection with Tax & Arbitrage Matters relative to the Identified Debt Issuance	Flat Rate	\$ 500.00	\$ 500.00	\$ 500.00	\$ 285.00	\$ 285.00	\$ 285.00	see above	Per Proposal Engagement Letter	Per Proposal Engagement Letter	No Additional Cost	No Additional Cost	No Additional Cost
3.0	Issuance of Bond Notes													
3.1	For Services Rendered in connection with each Note Sale													
	Notes from 0-15 Million	0.50 per thousand Dollars				500.00 per million			3,500.00 plus \$1.00 per thousand dollars			\$2,000.00 or \$0.60 per thousand dollars		
	Notes over 15 Million	0.40 per thousand Dollars or 1,000.00				400.00 per million			3,500.00 plus \$0.90 per thousand dollars	Per Proposal	Per Proposal	\$2,000.00 or \$0.50 per thousand dollars	See Proposal	See Proposal
	more than 1 series of notes issued	500.00 each series				500.00 each series			\$1,000.00 each series			\$500.00 each series		

NAME, ADDRESS & BID OF EACH BIDDER			McManimon, Scotland & Baumann, LLC			Parker McCay			Waters, Mc Pherson, McNeill, PC			Winne Banta		
			75 Livingston Avenue, Second Floor Roseland, NJ 07068			9000 Midland Drive Suite 300 Mount Laurel, NJ 08054			300 Lighting Way Secaucus, NJ 07096			Winne Banta Basralian & Kahn PC Court Plaza South - East Wing 21 Main Street Suite 101		
			Phone: 973-622-1800 jbaumann2msbnj.com			Phone: 856-596-8900 Fax: 856-596-9631			Phone: 201-863-4400 Fax: 201-863-2866			PO Box 647 Hackensack NJ 07601-0647 Phone: 201-487-3800 Fax: 201-487-8529		
ITEM	DESCRIPTION	QTY	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021
4.0	Work in Connection with Tax Matters on Bond Anticipation Notes and/or Tax Anticipation Notes													
4.1	For Services Rendered in connection with each Note Sale													
		Notes from 0-15 Million	0.50 per thousand Dollars			500.00 per million			1,750.00 plus \$0.60 per thousand dollars			\$2,000.00 or \$0.60 per thousand dollars		
		Notes over 15 Million	0.40 per thousand Dollars or 1,000.00			400.00 per million			1,750.00 plus \$0.50 per thousand dollars			\$2,000.00 or \$0.50 per thousand dollars		
		more than 1 series of notes issued	500.00 each series			500.00 each series			\$500.00 each series			\$500.00 each series		
5.0	Issuance Cost of General Obligation Bonds													
5.1	For Services Rendered in connection with each Note Sale													
		Notes from 0-15 Million	3,500.00 \$1.00 per thousand Dollars			3,500.00 Flat Rate 1,000 per million						\$10,000.00 or \$1.00 per thousand dollars		
		Notes over 15 Million	3,500 \$0.75 per thousand Dollars			3,500.00 Flat Rate 750.00 per million						\$10,000.00 or \$0.90 per thousand dollars		
		more than 1 series of notes issued	1,000.00 each series			n/a						\$1,000.00 each series		
6.0		Refunding Bond Issue							\$5,000.00					
7.0		Letter of Credit or similar enhancement facility used in connection with bond or note							\$1,000.00 add fee					
8.0		Failure to pay within 60 days will							1.5% of outstanding balance					

NAME, ADDRESS & BID OF EACH BIDDER			McManimon, Scotland & Baumann, LLC 75 Livingston Avenue, Second Floor Roseland, NJ 07068 Phone: 973-622-1800 jbaumann2msbnj.com			Parker McCay 9000 Midland Drive Suite 300 Mount Laurel, NJ 08054 Phone: 856-596-8900 Fax: 856-596-9631			Waters, Mc Pherson, McNeill, PC 300 Lighting Way Secaucus, NJ 07096 Phone: 201-863-4400 Fax: 201-863-2866			Winne Banta Winne Banta Basralian & Kahn PC Court Plaza South - East Wing 21 Main Street Suite 101 PO Box 647 Hackensack NJ 07601-0647 Phone: 201-487-3800 Fax: 201-487-8529		
ITEM	DESCRIPTION	QTY	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021
6.0	Miscellaneous Out of Pocket Fee Schedule													
6.1	Delivery/Courier Charges:	cost	actual	actual	actual	cost	cost	cost	Per Proposal Engagement Letter	Per Proposal Engagement Letter	Per Proposal Engagement Letter	cost	cost	cost
6.2	Facsimile Charges/per page:	cost	\$ 1.00	\$ 1.00	\$ 1.00	N/C	N/C	N/C	\$ -	\$ -	\$ -	N/C	N/C	N/C
6.3	Telephone Charges:	cost	N/C	N/C	N/C	N/C	N/C	N/C	\$ -	\$ -	\$ -	N/C	N/C	N/C
6.4	Photocopies/per page:	cost	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.10	\$ 0.10	\$ 0.10	\$ -	\$ -	\$ -	\$ 0.20	\$ 0.20	\$ 0.20
6.5	Postages:	cost	actual	actual	actual	cost	cost	cost	\$ -	\$ -	\$ -	cost	cost	cost
6.6	Travel/Mileage/per mile	cost	\$ 0.55	\$ 0.55	\$ 0.55	Travel Cost 0.545 per mile	Travel Cost 0.545 per	Travel Cost 0.545 per	\$ -	\$ -	\$ -	N/C	N/C	N/C
6.7	Courier Service	cost	actual	actual	actual	cost	cost	cost	\$ -	\$ -	\$ -	N/C	N/C	N/C
7.0	Hourly Rates													
										Per Proposal Engagement Letter	Per Proposal Engagement Letter			
7.1	Paralegals	per hour	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 90.00			\$ 90.00	\$ 90.00	\$ 90.00
7.2	Associates	per hour	\$ 215.00	\$ 215.00	\$ 215.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ -	\$ -	\$ 125.00	\$ 125.00	\$ 125.00
7.3	Senior Associates/Counsel	per hour	\$ 215.00	\$ 215.00	\$ 215.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ -	\$ -	\$ 125.00	\$ 125.00	\$ 125.00
7.4	Shareholders	per hour	\$ 215.00	\$ 215.00	\$ 215.00	\$ 250.00	\$ 250.00	\$ 250.00	n/a	\$ -	\$ -	\$ 125.00	\$ 125.00	\$ 125.00
Required Information														
RIGHT TO EXTEND-TIME FOR AWARD:			YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
STOCKHOLDER DISCLOSURE STATEMENT:			YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
NON-COLLUSION AFFIDAVIT:			YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:			YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE TO BIDDERS:			YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
SWORN STATEMENT BY PROFESSION SERVICES PROVIDER:			YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) :			YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
REFERENCE LIST OF CUSTOMERS:			YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF FINANCIAL MANAGEMENT

August 17, 2018

Dear City Council Members,

This memo is intended to provide backup to the resolution authorizing a professional services contract between McManimon & Scotland, LLC and the City of Ocean City for general municipal bond counsel services.

Request for proposals were recently solicited to retain bond counsel services for the City. Bond Counsel Services are typically necessary to prepare and/or review bond ordinances, to track the record of proceedings for such ordinances, to prepare and issue bond anticipation notes, and to prepare and issue general obligation bonds. Bond Counsel will also be consulted on an array of other topics, such as occasions where the City is buying or selling parcels of land, or matters dealing with Green Acres, COAH and HUD to name a few.

As the resolution states, pricing for said services were solicited for a period of three years. McManimon & Scotland, LLC is holding firm on pricing from the prior three year period. If passed by City Council this contract will last until August 30, 2019 and represent the first year of the RFP process, with a potential to award up to two additional years.

Three other firms also submitted proposals which overall contain very similar pricing to McManimon & Scotland, LLC. All are very competent and reputable firms with good references.

In conclusion McManimon & Scotland, LLC has served the City very well over the years, and it is my recommendation to award this contract for a period of one year. They have an outstanding reputation in the State for providing bond counsel services in a professional manner, their staff are always available to us and are also a pleasure to deal with.

As always, if you have any questions on this resolution please feel free to contact my office at 609.525.9350.

Sincerely,

Frank Donato III
Director of Financial Management

C: Mayor Gillian
George Savastano, Business Administrator

RESOLUTION

**AUTHORIZING THE AWARD OF A CONTRACT TO EVERGREEN ENVIRONMENTAL, LLC,
FOR WETLAND MITIGATION ACTIVITIES ASSOCIATED WITH
THE DREDGING OF OCEAN CITY WATERWAYS**

WHEREAS, the City of Ocean City has committed financial resources for maintaining recreational and commercial activities which depend on navigable water in and around the back bay of Ocean City; and

WHEREAS, removing previously dredged material from CDF #83 is essential to providing capacity for new dredging activity in Ocean City; and

WHEREAS, constructing a temporary road to CDF # 83 to allow dredge material removal by trucking, provides significant efficiency over other methods of material transport out of the CDF and efficiency in the overall City dredging program; and

WHEREAS, the various lagoon & bay front dredging and construction of the temporary road for material trucking is within land and water areas which are regulated by the U.S. Army Corps of Engineers and the NJ Department of Environmental Protection and by whom permits must be issued; and

WHEREAS, permit applications with these agencies were filed and a permit has been issued with the condition that mitigation is provided for the various lagoon & bayfront dredging and half acre area of environmental impacts caused by the construction of the temporary road; and

WHEREAS, it is determined in the best interest for the City of Ocean City to provide mitigation for the various lagoon & bay front dredging and half acre area as required by the U.S. Army Corps of Engineers and the NJ Department of Environmental Protection permits; and

WHEREAS, an accepted method of mitigation is to partner with Evergreen Environmental, LLC an agent of the U.S. Army Corps of Engineers and the NJ Department of Environmental Protection which has constructed a wetland area in Dennis Township that has been designated by the regulatory agencies as a wetland mitigation bank; 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, George J. Savastano, Business Administrator; Junetta N. Dix, Junetta N. Dix Consulting, Inc.; Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Project Manager, Act Engineers; Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the submitted information for the mitigation area and recommend that **Evergreen Environmental, LLC, 425 Darby Paoli Road, Wayne, PA 19087** be awarded an alternative non-advertised method contract in accordance with N.J.S.A. 40A11:5 (2) for mitigation requirements of the various lagoon & bay front dredging and half acre area being environmentally impacted by the haul roadway to CDF #83; and

WHEREAS, Evergreen Environmental, LLC has submitted a Business Entity Disclosure Certification which certifies that Evergreen Environmental, 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 (1) year period, and that the contract will prohibit Evergreen Environmental, 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 contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 & 40A11:5 (2); 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 an alternative non-advertised method contract with **Evergreen Environmental, LLC, 425 Darby Paoli Road, Wayne, PA 19087**, the designated wetland mitigation bank for mitigation requirements of the various lagoon & bay front dredging and half acre area being environmentally impacted by the haul roadway to CDF #83 be awarded as follows:

- 1. Wetland mitigation requirements established by the U.S. Army Corps of Engineers and the NJ Department of Environmental Protection Permits for the various lagoon & bay front dredging and half acre area being environmentally impacted by the temporary roadway construction to CDF #83 \$ 425,250.00
- 2. 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
- 3. A copy of the Business Entity Certification, the Determination of Value and the Business Registration Certificate will be on file with the Purchasing Division

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 Evergreen Environmental, LLC, 425 Darby Paoli Road, Wayne, PA 19087, the designated wetland mitigation bank for the required mitigation to obtain the permit for the various lagoon & bay front dredging and temporary roadway construction to CDF #83 as listed and in accordance with this resolution and contract.

The Director of Financial Management certifies that funds are available and shall be charged Capital Account #C-04-55-303-010 in the amount of \$425,250.00.

CERTIFICATION OF FUNDS


Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: 18-8 RES Haul Rd Wetland Mitigation OC 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 2018

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

.....
Melissa G. Rasner, City Clerk

**AGREEMENT FOR PURCHASE AND SALE
OF
WETLAND MITIGATION CREDITS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WETLAND MITIGATION CREDITS ("Agreement") is made as of this 23rd day of August, 2018, by and between **EVERGREEN ENVIRONMENTAL, LLC** a Delaware Limited Liability Company, having its principal office at 425 Darby Paoli Road, Wayne, Pennsylvania 19087 ("Evergreen" or "Seller"), and **THE CITY OF OCEAN CITY**, a body politic and corporate, ("Buyer"), having an address of 861 Asbury Avenue, Ocean City, New Jersey 08226.

R E C I T A L S

R-1 Evergreen owns the Stipson's Island Mitigation Bank (the "Bank") located in New Jersey Watershed Management Area 16 (WMA-16) as established by that certain Banking Instrument (the "Banking Instrument"), effective July 9, 2008, by and among Grantor, United States Army Corps of Engineers (USACE), and the U. S. Environmental Protection Agency, U.S. Fish and Wildlife Service, National Marine Fisheries Service and New Jersey Department of Environmental Protection ("NJDEP") on 30.04 acres of land along Stipson's Island Road in Cape May County, New Jersey.

R-2 In conjunction with the Permit No. CENAP-OP-R-2010-311-24("Permit"), which authorizes maintenance dredging of the various lagoons, Bayfront areas and bay-front marinas of Ocean City and which was modified by the USACE in April 2016 to authorize construction of a temporary access road from Roosevelt Boulevard to the Confined Disposal Facility #83, Buyer is required to purchase estuarine wetland mitigation credits ("Wetland Credits") developed at the Bank as compensation for temporal loss of estuarine wetlands associated with the Permit Modification.

R-3. Buyer wishes to purchase 0.81 Estuarine Wetland Credits ("Ocean City Credits") from Evergreen for the purpose of satisfying all or a portion of the requirements of the Permit Modification.

R-4. The Banking Instrument permits that Estuarine Wetland Credits from the Bank be used as

mitigation for estuarine wetland impacts under state and federal general permits, as well as under individual permits on a case-by-case basis, in New Jersey Watershed Management Area 16 (WMA-16), for tidal wetland impacts up to 0.1 acre in Hydrological Unit Code (HUC) No. 020-40-302-080, for tidal wetland impacts in HUC Nos. 020-40-206-070, 020-40-206-090, 020-40-206-100, 020-40-206-110, 020-40-206-200, 020-40-206-210, 020-40-206-220, 020-40-206-230, 020-40-204-910 and 020-40-302-070 and other areas on a case-by-case basis.

NOW, THEREFORE, in consideration of the Agreement Payment ("Payment"), the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which Buyer and Seller hereby acknowledge, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement and are an integral part of this Agreement as if fully set forth in the following provisions.

2. Wetland Mitigation Credits. Seller agrees that Buyer will have the exclusive right to use the Ocean City Credits from the Bank for purposes of meeting Buyer's expected obligation to provide wetland mitigation in conjunction with the Project and will have no rights whatsoever to any other portion of the Bank other than the Ocean City Credits and the entitlements set forth herein. Buyer shall have no mitigation credit rights under this Agreement to any wetland mitigation areas or wetland banks that may be acquired by Seller in the future.

3. Seller's Responsibilities. Seller shall take the following actions upon receipt of the Payment (as such term is hereinafter defined):

A. Provide Buyer with a Bill of Sale evidencing receipt of said Payment.

B. Record the sale of the Ocean City Credits on the Bank ledger and notify the Buyer, USACE and NJDEP of said sale, and provide Buyer with simultaneous copies of all correspondence sent and received by Seller in connection with the Permit.

C. Provide to Buyer such documentation as may be reasonably necessary for the Buyer to demonstrate compliance with the Permit using the Ocean City Credits to be conveyed to Buyer by this Agreement.

4. Buyer's Responsibilities. Buyer agrees that it shall take the following actions:

A. Pay to Seller payment of Four Hundred Twenty Five Thousand Two Hundred Fifty Dollars and No Cents (\$425,250.00) ("Payment") for the Ocean City Credits no later than thirty (30) days after the execution of this contract.

B. Buyer shall have no obligation now or in the future to provide monitoring, maintenance or reporting of the mitigation purchased. Seller and Buyer acknowledge that Buyer is not purchasing any interest in the land to which the mitigation relates and that Buyer has no responsibility to take any action with respect to the land.

5. Seller's Representations and Warranties.

A. Seller represents to Buyer that all necessary approvals for the establishment of the Bank have been obtained, and all requirements under the Banking Instrument for Seller to be permitted to sell wetland mitigation credits have been fulfilled, or are being fulfilled on a timely basis.

6. Other Obligations and Conditions.

A. In the event Buyer should fail to make any portion of the Payment, as provided herein, which failure remains uncured for a period of ten (10) business days following written notice thereof from Seller to Buyer, then Buyer shall be deemed to be in default hereunder and, as Seller's sole and exclusive remedy, Seller shall retain all funds paid prior to Buyer's failure to pay; this Agreement shall immediately and automatically terminate and Buyer shall lose all rights to purchase or acquire the Ocean City Credits from Seller hereunder. Buyer understands that this could invalidate any conditions in the Permit issued in reliance upon mitigation at the Bank by USACE and NJDEP.

B. The Payment shall only entitle Buyer to:

- (1) the use of the Ocean City Credits being sold and purchased under the terms of this Agreement for satisfying conditions for the Permit;
- (2) the right to require Seller to perform Seller's obligations under this Agreement.

7. Notice and Payments. Any notice required or permitted to be delivered thereunder must be in writing and shall be deemed to be delivered when received, if hand delivered, one day after tender to a national overnight delivery service, or three days after deposit in the United States Mail, certified or registered (return receipt requested), postage fully paid, to the addresses for the respective parties set forth hereinafter, or to such other address as either party may subsequently designate, in writing.

If to Seller, to:

Evergreen Environmental, LLC
425 Darby Paoli Road
Wayne, PA 19087
Attn: James R. Holt, Jr.

If to Buyer:

Ocean City
861 Asbury Avenue
Ocean City, NJ 08226
Attn.: George Savastano, City Business Administrator

The Payment may be (a) wired directly to Seller, c/o Bryn Mawr Trust Company, bank routing no: 031908485, for credit to Evergreen Environmental, LLC, account no. 9060104321 or (b) made by check payable to Evergreen Environmental, LLC.

8. Entire Agreement. Except as otherwise agreed by the parties hereto, this Agreement contains the entire agreement between the parties and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between them; and there are no promises, agreements, conditions, undertakings, warranties or representation (whether oral or written, express or

implied) between them other than as herein set forth.

9. Headings. The headings of the several articles in this Agreement have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of this Agreement.

10. No Waiver/No Assignment. Failure by Seller or Buyer to insist upon or enforce any of its rights hereunder shall not constitute a waiver. Neither Seller nor Buyer shall have the right to assign its rights and/or obligations under this Agreement without the advance written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

11. Enforcement/Applicable Law. This Agreement shall be interpreted and enforced under the laws of the State of New Jersey. In the event either party to this Agreement is required to resort to litigation or collection procedures to enforce the terms of this Agreement, then the defaulting or non-prevailing party in any enforcement litigation shall be obligated to pay to the non-defaulting party all reasonable costs of collection and/or all attorneys fees, court costs and other reasonable costs of litigation.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement and to affix their respective corporate seals on the day and year first above written.

THE CITY OF OCEAN CITY

George J. Savastano, Business Administrator

Joseph S. Clark, QPA
City Purchasing Manager

Melissa G. Rasner, City Clerk

EVERGREEN ENVIRONMENTAL, LLC

JAMES R. HOLT, JR.
Manager and Member

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

7

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF OCEAN CITY & ACT ENGINEERS INC. FOR THE
2018 DREDGE INSPECTION & MANAGEMENT SUPPORT**

WHEREAS, the City of Ocean City requires professional engineering services to develop a dredging plan to maintain the waterway, lagoons & harbors surrounding the City of Ocean City; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have a plan to support the waterways and ACT Engineers, Inc. have provided these services for other communities and municipalities in the State of New Jersey; and

WHEREAS, ACT Engineers, Inc. has previously performed similar services for similar municipalities 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 ACT Engineers, 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, ACT Engineers, Inc. has agreed to provide services to inspect the an ongoing dredging operation plan for the City of Ocean City's surrounding waterway, lagoons & harbors; and

WHEREAS, ACT Engineers, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that neither ACT Engineers, 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 ACT Engineers, Inc. to offer dredge inspection & management support for the 2018 dredging project for the City of Ocean City's surrounding waterways, lagoons & harbors; and

WHEREAS, ACT Engineers, 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, George J. Savastano, Business Administrator; Christine D. Gundersen, Manager of Capital Projects; Darleen H. Korup, Purchasing Assistant 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 ACT Engineers, Inc. for the 2018 dredge inspection & management support for the City's 2018 dredge program; 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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional services contract to **ACT Engineers, Inc., 1 Washington Boulevard, Suite 3, Robbinsville, NJ 08691** for the inspection & management support for the City's 2018 dredge program as follows:

- | | | | |
|--|---|-----------|-------------------|
| 1. | Wetlands Delineation & Survey Locations | \$ | 7,500.00 |
| 2. | 2018-2019 Dredging Construction Inspection/Management | | |
| | Mechanical | \$ | 85,000.00 |
| | Hydraulic | \$ | 215,000.00 |
| 3. | Pre/Post Dredge Bathymetric Surveys | \$ | 85,000.00 |
| 4. | Public Outreach/Education | \$ | 15,000.00 |
| 5. | Project Management & Grant Coordination | \$ | 50,000.00 |
| Total Amount of 2018 Dredging Inspection & Management Support | | \$ | 457,500.00 |
6. A copy of Business Entity Certification, Determination of Value and the Business Registration Certification (BRC) has been submitted and shall be placed on file in the City's Purchasing Division Office.
7. 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 Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with **ACT Engineers, Inc., 1 Washington Boulevard, Suite 3, Robbinsville, NJ 08691** for the 2018 Dredging Inspection & Management Support as listed in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are available and shall be charged Capital Account No. C-04-55-307-101.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RPS ACT Engineers 2018 Inspection & Management Dredge.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 2018

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

.....
Melissa G. Rasner, City Clerk

August 7, 2018
August 16, 2018 (revised)

Mr. George Savastano
Interim Business Administrator
The City of Ocean City
861 Asbury Avenue
Ocean City, NJ 08226
Via email gsavastano@ocnj.us

**Re: 2018-2019 Dredge Construction Management & Inspection
Ocean City, New Jersey**

Dear Mr. Savastano:

As you are aware, Ocean City anticipates both a mechanical and hydraulic dredge program in 2018-2019. These programs will be implemented by two separate contractors in different areas of the Back Bay. Specifically, the City anticipates hydraulic dredging in Venetian Bayou, Ocean City Lagoon Channel, Bluefish and Clubhouse Lagoon, and Waterview; mechanical dredging will be performed in Bay Bridge Condominiums, Snug Harbor, Sunny Harbor, 3rd Street Bayfront, and South Harbor.

Wetlands Delineation & Survey Locations **\$ 7,500**

As required by the dredging permits and dredging specifications, wetlands at three locations within the dredge program area will be field delineated and survey located. The dredging specifications require a buffer to be maintained between the wetlands and dredging operations.

2018-2019 Dredging Construction Inspection/Management	\$ 300,000
Mechanical	\$ 85,000
Hydraulic	\$ 215,000

ACT proposes to conduct part-time construction management with a Senior Construction Inspector during both the planned 2018-2019 mechanical and hydraulic dredging operations. The areas to be monitored include: the dredging operations; CDF #83 operations; Rt 52 CDF operations for residential and nonresidential materials; truck loading; AUD locations for residential and for nonresidential disposal operations. This task includes daily coordination with each of the selected contractors to field implement the designs. Construction management staff will prepare daily and weekly reports, track material quantities, and verify that dredging best management practices are being conducted to minimize environmental impacts, protect existing structures and minimize disruption to surrounding residents while material is being removed. This task also

includes regular progress meetings with the City to update project status and strategy as well as discuss future site management. Construction contract terms are 243 calendar days for mechanical dredging and 227 calendar days for hydraulic dredging. Hydraulic dredge inspection is included for the full construction contract term and anticipates 40% overlap with on-going mechanical dredge operations.

Mechanical dredging CMCI is not anticipated for the full construction contract term; the 243 days includes time for the contractor to perform private slip dredging. For cost estimating purposes it is assumed that the City Contract can be completed in 90 days. In addition, 40% overlap is anticipated within the estimated inspection costs. Inspection costs herein do not include inspection of privately contracted dredging for private property owners.

Pre/Post Dredge Bathymetric Surveys

\$ 85,000

Included within this task is the performance of an initial bathymetric survey and after each area of dredging is completed to determine payment quantities. For estimating purposes, it is assumed that post dredge surveys, in each lagoon, will be completed independently to facilitate interim payment recommendations

Public Outreach/Education

\$ 15,000

Included within this task is the coordination and meetings with private residents/home owners as necessary to facilitate private slip dredge permitting and implementation. In addition, this task includes meetings with local municipal representatives to address material transport through their communities. It is anticipated that meetings may be required with Somers Point, Linwood, Northfield Pleasantville and other communities once reuse/disposal locations are identified.

Project Management/Grant Coordination

\$ 50,000

Included within this task is project management with on-site contractors, City officials, regulatory and funding agencies, including the development of pre- and post-dredge surveys as required for contract and grant progress and close out reporting.

Total \$ 457,500

It is anticipated that this project will be billed on a time and materials/Not to Exceed basis in accordance with our General Rate Sheet (attached).

ACT/Anchor thanks the City for their continued trust in our team, and for the opportunity to make a meaningful improvement to the City's long term plans and objectives. Should

you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "ERosina", written in a cursive style.

Eric Rosina
Program Manager/Vice President

C: File

SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES**YEAR 2018**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
• Principal (PIX)	\$ 192
• Program Manager (PVIII)	\$ 185
• Managing Professional (PVII)	\$ 172
• Senior Project Professional (PVI)	\$ 140
• Project Professional – P.E., L.S., P.P., and L.A. (PV)	\$ 130
• Sr. Staff Technical Representative (PIV)	\$ 110
• Staff Technical Representative (PIII)	\$ 95
• Designer (PII)	\$ 85
• Senior Technician (ETV)	\$ 105
• Senior Construction Inspector (ETIV)	\$ 100
• Construction Inspector (ETIII)	\$ 90
• Technician (ETII)	\$ 70
• Administrative Support (CL)	\$ 65
<u>OTHER</u>	
• Survey Crew (1 or 2 person)	\$ 185
• Survey Party Chief	\$ 100
• Survey Technician	\$ 85
• Surveying Aide	\$ 65

Compensation for expenses and other charges shall be as follows:

Truck Charge	\$100/day (up to 100 mi then plus mileage)
Boat Charge	\$150/day
R/C Hydro Survey Vessel Charge	\$150/day
Mileage	Current Federal Rate
Rentals/Subcontractors/Bulk Reproduction	Cost + 15%

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

8

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE
CITY OF OCEAN CITY & MCLEES ARCHITECTURE, LLC FOR IMPROVEMENTS TO
THE CIVIC CENTER – CONCEPT PHASE**

WHEREAS, the City of Ocean City requires certain professional architectural & structural engineering services to develop a concept design for improvements to the Civic Center; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have said architectural & structural engineering services performed; and

WHEREAS, McLees Architecture, LLC, has the required expertise and has performed these services for the City of Ocean City in the past; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contracts issued in the calendar year 2018 with said firm will exceed \$17,500.00; and

WHEREAS, Arthur Chew, P.E., P.P., Assistant City Engineer; Darleen H. Korup, Purchasing Assistant; and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that McLees Architecture, LLC, 5 Mac Arthur, Blvd., Somers Point, NJ 08244 be awarded an alternative-non-advertised professional service contract for the architectural, structural engineering & conceptual design services for improvements to the Civic Center; 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, McLees Architecture, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that McLees Architecture, 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 McLees Architecture, LLC from making any contributions through the term of the contract; and

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 to **McLees Architecture, LLC, 5 Mac Arthur, Blvd., Somers Point, NJ 08244** for professional architectural & structural engineering services for the conceptual design services for improvements to the Civic Center as follows:

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
Civic Center Improvements - Conceptual Design Services			
1.1	Architectural Space Programming- Needs Assessment	Lump Sum	\$ 2,500.00
1.2	Architectural Concept Design	Lump Sum	\$ 8,750.00
1.3	Reimbursable Expenses	Lump Sum	\$ <u>500.00</u>

**Total Amount of Improvements to the Civic Center - Conceptual
Design Services, Items 1.1-1.3..... \$ 11,750.00**

- Services 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.
- A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for McLees Architecture, LLC, has been submitted and shall be placed on file in the City’s Purchasing Division Office.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

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 **McLees Architecture, LLC, 5 Mac Arthur, Blvd., Somers Point, NJ 08244** for professional architectural, structural engineering & conceptual design services for improvements to the Civic Center as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Capital Account #C-04-55-306-112.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

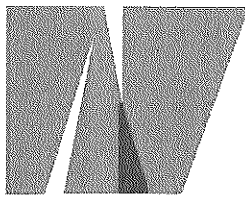
Files: RPS 2018 – McLees Architecture LLC-Civic Center.doc

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 2018

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

.....
Melissa G. Rasner, City Clerk



william mclees
architecture

June 22, 2018

Mr. Arthur J. Chew, PE, PP, CME, CFM, CPWM
City Engineer
Department of Administration
City of Ocean City
115 12th St
Ocean City, NJ 08226

RE: PROPOSAL FOR ARCHITECTURAL SERVICES
Proposed Improvements to the Civic Center, CONCEPT PHASE

Dear Arthur:

Thank you for the opportunity to submit our design services proposal for the improvements to the existing civic center facility located at 6th Street & the Boardwalk. We welcome the opportunity to bring our insight and experience to the modernizing of the facility.

The proposed improvements seek to create a new entry to the facility, oriented toward the public plaza being created at the foot of the boardwalk ramp at the street end. the new entry will incorporate a vestibule and relocation/replacement of the existing mechanical condensing equipment current adjacent to the building. Other improvements will be considered and have been itemized in the attached.

The following proposal is a fixed fee proposal for concept design services only, based on our review of your goals, program needs. After your review, if you should have any questions, please do not hesitate to contact me. Once a defined scope of work has been established in at the completion of the concept phase, a comprehensive design proposal will be provided for services through construction completion.

william mclees
architecture

City of Ocean City

Civic Center Concept

June 22, 2018

We look forward to working with the City of Ocean City once again in modernizing the City's services and assets. Thank you for the opportunity, I will await your direction.

Kind Regards,

A stylized, handwritten signature in black ink, appearing to read 'William C. McLees'.

William C. McLees, AIA, LEED AP
principal
william mclees architecture

Project Summary & Scope of Work

The project scope generally includes conceptual design services for the renovation/improvement of the existing civic center at 6th Street & Boardwalk. The improvements shall include creation of a new main entry, vestibule, restroom/office alterations, new storage facilities addition to the east of the existing footprint to consolidate storage and introducing more daylight into the facility.

1. Professional Services

1.1. Concept Design

The Architect shall review the program, budget, and other pertinent information supplied by the Owner and shall review laws, codes and regulations as they may apply to the project scope. The architect shall prepare a preliminary evaluation of the aforementioned project information, each in terms of the other, and will identify any potential conflicts and/or additional services which may be required for the successful completion of the Work.

Based on the project information as provided by the Owner, the Architect will prepare and submit for Owner's review preliminary project design solution alternatives, illustrating the scale and relationship of the project components. The Architect will endeavor to work within the constraints of the most recent planning board approval for the property in the design of the project.

Based on the Owner's comments and input, the Architect shall prepare conceptual block plans of the project solution and (as may be applicable) exterior elevations, design study sketches and renderings as the Architect deems appropriate to convey the design solution.

2. Compensation, Terms & Conditions

2.1. Fee Schedule

For the above mentioned scope of work, **william mclees** architecture and its consultants proposes a fixed fee as follows:

Architectural Space Programming/Needs Assessment.....	\$ 2,500
Architectural Concept Design.....	\$ 8,750
TOTAL FEE.....	\$ 11,250

Work may begin immediately upon receipt of a signed proposal. This proposal is valid for a period of 90 days beyond the date noted above.

2.2. Reimbursable Expenses

Reimbursable expenses shall be invoiced in addition to the above noted fee at a rate of 1.1 times direct expense. Reimbursable expenses may include the following:

- Printing and Postage costs
- Photocopies
- Computer-generated renderings/animation

For the above noted scope of services, william mclees architecture proposes a not-to-exceed total reimbursable expenses budget as follows:

- Concept Design Owner Review (±5 sets @ \$100): \$ 500

2.3. Terms & Conditions

- 2.3.1.** This proposal is non-transferable and is valid for 45 calendar days from the date of the proposal. Once expired, **william mclees** architecture reserves the right to revise the proposal accordingly to reflect changing staffing and schedule demands.
- 2.3.2.** Unless indicated otherwise in this proposal, design services shall commence within (5) days after receipt of: An original signed copy of this proposal or a Written Notice to Proceed, AND a check in the amount of the retainer noted above.
- 2.3.3.** Unless indicated otherwise in this proposal, payments shall be invoiced monthly through the course of the Work. Payment on invoices shall be due upon receipt of the invoice. Invoices in excess of 30 days may be subject to a late penalty of 1½% per month, or a maximum of 18% per annum.
- 2.3.4.** The Architect reserves the right to cease services for lack of payment for accounts in excess of 90 days, with (5) days prior written notice to the Owner.
- 2.3.5.** Either party may terminate this Agreement with (5) days prior notice. Architect shall be due payment for all services and reimbursable expenses complete or in progress up to and including the date of termination. The Architect reserves the right to withhold the products of services related to this Agreement until receipt of final payment.
- 2.3.6.** Any areas of Work requested by the Owner which are not included in this proposal. If such Work is requested by the Owner, The Architect will identify the Work to the Owner and prepare a proposal for services for Owner approval prior to commencement of the Additional Services.
- 2.3.7.** Owner and Architect acknowledge that project timing as represented herein is preliminary and approximate in nature and may materially change during the course of the project development.

2.4. Exceptions

The following items and services are excluded from this proposal:

- An Interior Design services proposal may be provided upon request
- Low voltage system design and specification
- Critical Path sequencing and scheduling
- Construction cost estimating
- The Architect is not responsible for additional work associated with modifications to plans as a result of rejection of any variances or variations.
- Hazardous materials investigation and/or removal.
- Operating/lifecycle cost analysis
- Value-Engineering plan revisions after completion of construction documents.

2.5. Authorization/Notice to Proceed

The undersigned Parties acknowledge and agree to the above mentioned terms and conditions of this proposal in its entirety.

Mr. Arthur J. Chew P.E., P.P., C.M.E., C.F.M., C.P.W.M
City Engineer

Date

William C. McLees, AIA, LEED AP Date
Principal, William McLees Architecture, LLC

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

9

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF OCEAN CITY & TRIAD ASSOCIATES
FOR ADMINISTRATIVE AGENT-MARKET TO AFFORDABLE HOUSING SERVICES**

WHEREAS, the City of Ocean City requires professional services for Administrative Services to include an exterior conditions survey and the establishment of a Market to Affordable Program as part of its Fair Share Plan; and

WHEREAS, TRIAD Associates has the requisite knowledge and experience to provide these services at a reasonable rate; and,

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have TRIAD Associates provide 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 TRIAD Associates 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, TRIAD Associates has agreed to act & provide services as the administrative agent – market to affordable housing services; and

WHEREAS, TRIAD Associates will be required to complete and submit a Business Entity Disclosure Certification which certifies in accordance with Section 2-2 of Ocean City's Administrative Code (Pay to Play) that neither it nor its principals 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 TRIAD Associates and its principals making any contributions through the term of the contract; and

WHEREAS, TRIAD Associates 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, Dorothy F. McCrosson, Esq. and Joseph S. Clark, QPA Purchasing Manager have reviewed the terms and conditions of the contract and recommend award of a professional service contract to TRIAD Associates for administrative agent-market to affordable services for the City of Ocean City, NJ ;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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby appoint TRIAD Associates, 1301 W. Forest Grove Road, Bldg 3A, Vineland, NJ 08360 as the City's administrative agent – market to affordable housing services provider as follows:

1. Service fees shall be charged & paid as invoiced for as stated in the attached proposal.
2. The term of the contract shall be for a period of one (1) year beginning on September 1, 2018 and continuing through until August 31, 2019.
3. A copy of Business Entity Certification, Determination of Value and the Business Registration Certification (BRC) 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.

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 Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with TRIAD Associates, 1301 W. Forest Grove Road, Bldg 3A, Vineland, NJ 08360 for professional services in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are available for 2018 and shall be charged to the appropriate account as the purchase orders are issued, the funds for year 2019 are contingent upon the adoption of the Local Municipal Budget for 2019 and shall be charged to the appropriate account as the purchase orders are issued. The estimated annual contract amount is \$18,000.00.

CERTIFICATION OF FUNDS

Frank Donato, III, CMFO
Director of Financial Management

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 2018

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

.....
Melissa G. Rasner, City Clerk

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made _____, 20____ between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08350 ("Consultant") and **CITY OF OCEAN CITY**, 861 Asbury Avenue, Ocean City, NJ 08226 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.
6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.

8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B;
 - b. Principal's failure to pay invoices within 45 days of receipt;
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
18. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
19. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.

20. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
21. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08350	City of Ocean City 861 Asbury Avenue Ocean City, NJ 08226-3642
Attention: Michael Zumpino Chairman/CEO	Attention:

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

The Consultant and Principal executed this Agreement as of the date first above written.

For TRIAD ASSOCIATES

Witness/Attest

Michael Zumpino
Chairman/CEO

Date:

For CITY OF OCEAN CITY

Witness/Attest

By: Jay A. Gillian
Mayor

Date:

BILLING CONTACT INFORMATION:

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title: _____

Billing Address: _____

Email Address: _____

Phone No. _____

Fax No. _____

CERTIFICATION OF FUNDS

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

EXHIBIT A

DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated _____, 20____ between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF OCEAN CITY** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

SCOPE OF SERVICES: Implementation of a Three Unit Rental/For-Sale Market to Affordable Program and the provision Administrative Agent services, in accordance with the Municipality's Housing Element and Fair Share Plan. Units to be completed within two years or by August 27, 2020.

1. Affordable Housing FOR-SALE Market to Affordable Program

The Consultant will provide Program Administration and Developer services to implement the Market to Affordable For-Sale program in accordance with the provisions of N.J.A.C. 5:93-5.8 and the Uniform Housing Affordability Control (UHAC) regulations (N.J.A.C. 5:80-26.1 et seq.), including the preparation of Market to Affordable Program Guidelines, Affirmative Marketing Plans, and Operating Manuals. The Municipality will provide funds from its Affordable Housing Trust Funds to the Consultant to be used for the purchase, rehabilitation, and associated direct costs of units for resale to qualified buyers at affordable prices and to provide project management and oversight services, as is outlined in more detail below. A total minimum subsidy of \$25,000 for a moderate-income unit and \$30,000 for a low-income unit will be provided towards the purchase price, including Housing Rehabilitation Costs.

- a. Property Acquisition: On behalf of, and in consultation with the Principal, Consultant will identify and purchase units. Consultant shall utilize a systematic approach to evaluating and screening potential target properties to ensure optimum utilization of available funds.

Properties listed on the Municipality's Abandoned Properties List and/or acquired by the Municipality through Summary Action, Eminent Domain, or Foreclosure through the N.J. Abandoned Property Rehabilitation Act and the Municipality's Rehabilitation of Abandoned Property Ordinance will receive first priority.

Consultant will subcontract with a licensed real estate appraiser to ensure that properties are appraised in conformity with the standards in the Uniform Relocation Act. Consultant will receive Principals consent prior to purchasing units.

Triad Associates' affordable housing company, Housing Opportunities Corporation. (HOC), shall hold title to units acquired under this agreement and shall ensure that any net proceed from the sale / resale of such units (the difference between initial outlay of funds for the acquisition, renovation and resale of the market rate units and the final controlled selling price) shall be returned to the principal. HOC is a private corporation owned by the Chairman of Triad Associates for the administration of Affordable Housing Programs

- b. Property Management/Rehabilitation: Upon acquisition, Consultant will; directly or through a sub-consultant, carry-out property management tasks and corresponding responsibilities and will act as manager for the rehabilitation of the project. Consultant will complete the rehabilitation process by preparing and assessing housing rehabilitation work-write-ups, inspections, bids and other construction coordination efforts. Rehabilitation will comply with applicable laws, codes and requirements related to safety, quality and habitability. Consultant will ensure all properties are brought up to code and be in compliance with the Municipality's basic minimum standards for exterior treatments and interior quality. Consultant and/or its delegated sub-contractor will coordinate all pre-construction conferences, construction contract signings, inspections, interacting with code

officials and historic review boards, performing site visits, and preparing all legal construction documentation. Consultant will review proposed rehabilitation scope with Principal and obtain authorization prior to proceeding with proposed scope.

- c. Records Maintenance: Consultant shall maintain such records and accounts, including program records, project records; financial records; program administration records; equal opportunity and fair housing records; and affirmative marketing records.
- d. Reporting: Consultant shall advise the Principal on a quarterly basis with respect to the status of its identification of suitable units and progress of the program.

In the above cases, the Purchase Price subsidy will be reflected in the affordable sales price to the Affordable Housing buyer at the time of purchase.

Alternatively, in cases where the Consultant will not take title to the unit, Housing Rehabilitation Assistance will be provided to the Affordable Housing buyer after closing. The Purchase Price subsidy will be reflected in the affordable sales price to the Affordable Housing buyer at the time of purchase. Title will be transferred directly to the qualified Affordable Housing buyer. In these cases, the Consultant will provide project management and oversight services, as is outlined in more detail below:

- e. Property Identification: On behalf of, and in consultation with the Principal, Consultant will identify units that are available to be acquired by a pre-qualified buyer. Consultant shall utilize a systematic approach to evaluating and screening potential target properties to ensure optimum utilization of available funds. Properties that were previously vacant through foreclosure and have been acquired by a private renovation company for the purpose of “flipping” will receive first priority. At the same time that the Consultant is identifying the unit, the Consultant will identify a qualified buyer.
- f. Property Rehabilitation: Upon acquisition by the Affordable buyer, Consultant will; directly or through a sub-consultant, will act as manager for the rehabilitation of the project. Consultant will complete the rehabilitation process by preparing and assessing housing rehabilitation work-write-ups, inspections, bids and other construction coordination efforts. Rehabilitation will comply with applicable laws, codes and requirements related to safety, quality and habitability. Consultant will ensure all properties are brought up to code. Consultant and/or it's delegated sub-contractor will coordinate all pre-construction conferences, construction contract signings, inspections, interacting with code officials and historic review boards, performing site visits, and preparing all legal construction documentation. Consultant will review proposed rehabilitation scope with Principal and Owner and obtain authorization prior to proceeding with proposed scope.
- g. Records Maintenance: Consultant shall maintain such records and accounts, including program records, project records; financial records; program administration records; equal opportunity and fair housing records; and affirmative marketing records.
- h. Reporting: Consultant shall advise the Principal on a quarterly basis with respect to the status of its identification of suitable units and progress of the program.

2. Affordable Housing FOR-RENT Market to Affordable Program

The Consultant will provide consultation, technical assistance and implementation services to implement the Market to Affordable Rental Program in accordance with the provisions of N.J.A.C. 5:93-5.8 and the Uniform Housing Affordability Control (UHAC) regulations (N.J.A.C. 5:80-26.1 et seq.). including but not limited to:

- a. Preparation of a Market to Affordable Program Guidelines, Affirmative Marketing Plan and Operating Manual
- b. Development of a Marketing Program and Landlord Pamphlet to solicit applications and interest from potential landlords

- c. Establish program guidelines for the provision of subsidies to Property Owners for the creation of Market to Affordable Program units. Monitor the distribution of the program subsidy, the oversight of securing the certificates of occupancy, qualifying properties, handling application forms, overseeing the filing deed restrictions, and filing monitoring reports to the Municipality and DCA/Courts.
- d. Preparation of estimates for the amount of subsidy to be provided to landlords. The Municipality will provide funds from its Affordable Housing Trust Funds to the Landlords to be used for the Rental Subsidy. The subsidy amount will be based upon the affordability of the proposed units. The municipality shall provide a minimum of \$25,000 per unit to subsidize each moderate-income unit and/or \$30,000 per unit to subsidize the each low-income unit, with additional subsidy depending on the market prices or rents in a municipality. (Note: The Municipality will receive COAH credit for the unit when the unit is occupied by a tenant who was selected through the affirmative marketing process. As a result, there may be a lag time between when the Deed Restrictions were recorded and the Municipality receives their credit).
- e. All applications from Landlords and subsidy amounts to be forwarded to the Municipality for review and approval.
- f. Analyze the costs associated with the development of Market to Affordable Rental or For-Sale units to be available through the Ocean City Housing Authority
- g. Establishment of affordable rents in accordance with COAH guidelines. The maximum rent for a moderate-income unit shall be affordable to households earning no more than 50 percent of median income and the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income
- h. The units shall be certified to be in sound condition as a result of an inspection performed by a licensed building inspector.
- i. Preparation of all required program agreements and deed restrictions for forwarding to Municipal attorney

3. Administrative Agent Services for For-Sale and Rental Units:

The Consultant, upon the request of the Principal and subject to DCA/Court's approval, shall assist the Principal to perform the duties and responsibilities of an Administrative Agent for the municipality's Market to Affordable For-Sale and For Rent Program, as governed by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.14 of the regulations promulgated there under (the Rules), which include:

a. Affirmative Marketing

- i. Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Principal and the provisions of N.J.A.C. 5:80-26.15;
- ii. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by DCA/Courts; and
- iii. Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

b. Household Certification

- i. Soliciting, scheduling, conducting and following up on interviews with interested households;
- ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

- iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1;
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan of the Principal when referring households for certification to affordable units.
- c. Affordability Controls
- i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
 - ii. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
 - iii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
 - iv. Communicating with lenders regarding foreclosures; and
 - v. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- d. Resale and Rental
- i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
 - ii. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.
- e. Processing Requests from Unit Owners
- i. Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
 - ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
 - iii. Notifying the Municipality of an owner's intent to sell a restricted unit; and
 - iv. Processing requests and making determinations on requests by owners of restricted units for hardship waivers.
- f. Enforcement
- i. Securing annually from municipalities lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
 - ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

- iii. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
 - iv. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
 - v. Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
 - vi. Establishing a rent-to-equity program;
 - vii. Creating and publishing a written operating manual, as approved by DCA, setting forth procedures for administering such affordability controls; and
 - viii. Providing annual reports to DCA as required.
- g. The Consultant shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

4. Municipality's Responsibilities. The Municipality shall:

- a. Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Agreement;
- b. Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Agreement;
- c. Monitor the status of all restricted units in the Municipality's Fair Share Plan;
- d. Compile, verify, and submit annual reports as required by DCA/Courts;
- e. Coordinate meetings with affordable housing providers and Consultant, as applicable;
- f. Develop an Affirmative Marketing Plan and distribute to the Consultant;
- g. Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA). The municipality and MUA shall promptly notify the Consultant of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
- h. Provide all reasonable and necessary assistance to the Consultant in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Agreement.

6. Agency Enforcement and Delegation: Under this Agreement, the Principal delegates to the Consultant, and the Consultant accepts, the primary responsibility for enforcing the substantive provisions of the Act and the Rules. However, if the Consultant fails to Act, the Principal shall retain ultimate responsibility for ensuring effective compliance with the Rules and the Consultant will come under the supervision of the Principal.

7. Public Records: Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the individual municipalities as defined by N.J.S.A. 47:3-16, and are legal property of the individual municipalities. The Consultant named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated _____, 2018 between TRIAD ASSOCIATES ("Consultant"), and CITY OF OCEAN CITY ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: The Principal shall provide compensation for the implementation of a three (3) unit Market to Affordable For-Sale/Rental Program and for the provision of Affordable Housing Administrative Agent services as outlined in Exhibit A according the following fee schedule which includes all travel, clerical and related expenses:

I. MARKET TO AFFORDABLE PROGRAM/ADMINISTRATIVE AGENT SERVICES

A. Market to Affordable For-Sale Program: Developer Services For Acquisition and Resale and Program Administration

	<u>Service</u>	<u>Fee</u>	<u>Paid By</u>
Property Identification and Acquisition, Developer Services, Case Management through Property Sale Services	a. Program Consultant will be paid a fee for the following services: Property Identification and Acquisition, Developer Services, Case Management through Property Sale Services	Consultant will be paid a lump sum fee of \$8,000.00 per unit. Fee is based upon the provision of an estimated seventy (70) hours of services. Any time spent in excess will be billed at \$115 per hour, with prior approval of Principal. All direct costs (acquisition, title fees, realtor fees, insurance, property taxes, rehabilitation work, advertising fees, and inspection fees) shall be reimbursed at cost.	City of Ocean City

B. Market to Affordable Rental Program: Landlord Outreach and Program Administration

	<u>Service</u>	<u>Fee</u>	<u>Paid By</u>
Landlord Information Packet, Marketing to Landlords, Processing Landlord/Owner Agreements & Deed Restrictions	a. Program Consultant will be paid a fee for the following services: Preparation of Landlord Information Packets, Marketing to Landlords, Processing Landlord/Owner Agreements and Deed Restrictions	\$115.00 per hour	City of Ocean City

C. Administrative Agent Services for For-Sale and Rental Units:

	<u>Service</u>	<u>Fee</u>	<u>Paid By</u>
Market to Affordable Program Guidelines, Affirmative Marketing Plan and Operating Manual	Program Consultant will be paid a fee for the following services: Preparation of a Market to Affordable Program Guidelines, Affirmative Marketing Plan and Operating Manual	\$3,500.00 Lump Sum Fee	City of Ocean City
General Administration / Waiting List	a. Program Consultant will be paid a fee for the following services: Maintain an applicant pool and waiting list for the Re-Sale and Re-Rental of Units.	\$100.00 per month (not to exceed \$1,200 per year)	City of Ocean City

Affirmative Marketing for a Rental Waiting List	b. Consultant will be paid for Affirmative Marketing to Renters , completion of randomization process (lottery) and the establishment of an applicant pool for the rental units.	\$1,500.00 Lump sum fee plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing and postage. Direct costs not to exceed \$750.00	City of Ocean City
Affirmative Marketing for a Sale Waiting List	c. Consultant will be paid for Affirmative Marketing to Buyers , completion of randomization process (lottery) and the establishment of an applicant pool for the rental units.	\$1,500.00 Lump sum fee plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing and postage. Direct costs not to exceed \$750.00	City of Ocean City
Initial Applicant Qualification to Purchase a Unit	d. Program Consultant will be paid a fee for the completion of each Eligibility Certification or Denial in accordance with the Scope of Services in Exhibit A	\$1,000.00 for the completion of each Eligibility Certification or Denial, and an additional \$300.00 for each certification that proceeds to closing, for a maximum fee of \$1,300.00	City of Ocean City
Re-Sales – Applicant Qualification	e. <u>For Re-Sales only</u> , Consultant will be paid three (3%) of the sales price upon closing. Fee Payable by Seller at Closing	3% of the Sales Price	Property Owner
Initial and Re-Rental Applicant Qualification	f. Program Consultant will be paid a fee for the completion of each Eligibility Certification or Denial in accordance with the Scope of Services in Exhibit A for the rental units.	\$750.00 per Certification or Denial	Property Owner/ Developer/ Landlord

D. General Administrative Agent Services provided to the Municipality

	<u>Service</u>	<u>Fee</u>	<u>Paid By</u>
General Administrative Agent Fees	a. Program Consultant will be paid a fee for the provision of General Oversight services, development of new programs, and the provision of services necessary for compliance with Court ordered requirements, including the provision of Technical Assistance services to allow the Municipality to analyze the costs associated with the development of Market to Affordable Rental or For-Sale units to be available through the Ocean City Housing Authority, in accordance with the Scope of Services in Exhibit A.	\$115.00 per hour. For budgetary purposes allow \$3,000.00 per year	City of Ocean City

METHOD OF PAYMENT:

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Market to Affordable/Administrative Agent Services identified in Exhibit A.
- Principal shall process all invoices for payment upon receipt.

RESOLUTION

AUTHORIZING CHANGE ORDER #1 TO CITY CONTRACT #18-18,
2018 DOWNTOWN STREETSCAPES IMPROVEMENTS

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-325 on Thursday, November 16, 2017 for City Contract #18-18, 2018 Downtown Streetscapes Improvements; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, November 29, 2017, 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 seventeen (17) prospective bidder(s) for City Contract #18-18, 2018 Downtown Streetscapes Improvements; and

WHEREAS, bid proposals were opened for City Contract #18-18, 2018 Downtown Streetscapes Improvements on Tuesday, December 12, 2017 and eight (8) bid proposals were received; 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 #18-18, 2018 Downtown Streetscapes Improvements awarded to Hackney Concrete, Inc. the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #18-18, 2018 Downtown Streetscapes Improvements on December 28, 2017 by Resolution #17-54-004 to **Hackney Concrete, Inc., 416 N. Elberon Avenue, Atlantic City, NJ 08401** in the amount of \$318,725.00; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing have reviewed and certified Change Order #1 to City Contract #18-18, 2018 Downtown Streetscapes Improvements is correct as follows:

Change Order #1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Increase				
Supplemental				
S1	Control Box 8 th & Asbury Avenue	Lump Sum	\$ 1,500.00	\$ 1,500.00
S2	Installation of Ace Conduit@ City Hall	Lump Sum	\$ 6,500.00	\$ 6,500.00
S3	Historic Site Restoration Remove & Replace Existing Slate Sidewalk	143 SY	\$ 78.00	\$ 11,154.00
S4	Labor to Reset Forms	Lump Sum	\$ 1,000.00	\$ 1,000.00
S5	Remove & Replace 6" Concrete Driveway & Apron	22.22 SY	\$ 88.00	\$ 1,955.36
S6	Install Vertical & Depressed Curb	20 LF	\$ 80.00	\$ 1,600.00
S7	Detectable Warning Surface Pavers	3 Units	\$ 250.00	\$ 750.00
S8	Remove & Stack Existing Granite Sidewalk	Lump Sum	\$ 200.00	\$ 200.00
S9	Remove Existing Stumps	Lump Sum	\$ 2,000.00	\$ 2,000.00
Total of all Supplementals:				\$ 26,659.36
Extras				
8	8"x18" Concrete Vertical Curb	244.33 L.F.	\$ 80.00	\$ 19,546.40
B3	Concrete Sidewalk, 4" Thick	71.88 S.Y.	\$ 72.00	\$ 5,175.36
B5	Detectable Warning Surface (Pavers)	3 Unit	\$ 250.00	\$ 750.00
Total of all Extras:				\$ 25,471.76
Total Amount of Change Order #1 including Increases & Decreases.....				\$ 52,131.12
Total Amount of City Contract #18-18, 2018 Downtown Streetscapes Improvements Including Change Order #1.....				
				\$ 370,856.12

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the newly adjusted contract cost including Change Order #1 is \$370,856.12 an increase of \$52,131.12 to the original contract and a 16.36 (%) percent increase in the total for City Contract #18-18, 2018 Downtown Streetscapes Improvements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 to City Contract #18-18, 2018 Downtown Streetscapes Improvements in the amount of \$52,131.12 (PO #18-00191); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the amount of \$52,131.12 to City Contract #18-18, 2018 Downtown Streetscapes Improvements (PO #18-00191) issued to Hackney Concrete, Inc., 416N. Elberon Avenue, Atlantic City, NJ 08401 to be charged to the following Capital Account #C-04-55-299-201.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

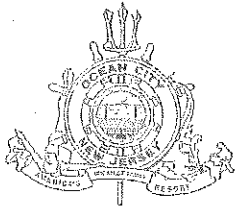
Files: RESCO#1 CC#18-18 2018 Downtown Streetscapes Improvements.doc

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 2018

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

.....
Melissa G. Rasner, City Clerk



ENGINEERING DIVISION

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

To: Joseph Clark, Purchasing Manager
From: Roger Rinck, Project Manager
Date: August 6, 2018
RE: **Change Order #1**
2018 Downtown Streetscape Improvements
Project #: 6-2018-018

The above referenced contract is seeking Council's approval of Change Order #1 on the August 23, 2018 City Council Agenda. This request for change is to adjust contract quantities to as-builts quantities due to field conditions.

This change order includes the need for additional materials to reflect the as-builts including 244.33 LF of 8"x18" concrete vertical curb on the 800 block of Asbury, 71.88 SY of concrete sidewalk, 4", and 3 units of detectable warning surface (pavers).

The changes also include the additional materials control box on 8th and Asbury, installation of Atlantic City Electric conduit next to City Hall, and Historic Site installation of concrete sidewalk and removal of granite and stumps.

This change order represents a total current contract amount net increase of \$52,131.12 or 16.36%.



CITY OF OCEAN CITY, ENGINEERING DIVISION
DOWNTOWN STREETScape IMPROVEMENTS

CHANGE ORDER NO. 1
FILE NO. 6-2018-018

PURCHASE ORDER #
18-00191

CONTRACTOR:
HACKNEY CONCRETE, INC
416 N. ELBERON AVENUE
ATLANTIC CITY, NJ 08401

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	S-1	CONTROL BOX @ 8TH & ASBURY	1	LUMP SUM	\$1,500.00	\$1,500.00
	S-2	INSTALLATION OF ACE CONDUIT @ CITY HALL	1	LUMP SUM	\$6,500.00	\$6,500.00
	S-3	HISTORIC SITE RESTORATION				
		REMOVE & REPLACE EXISTING SLATE SIDEWALK	143	SY	\$78.00	\$11,154.00
	S-4	LABOR TO RESET FORMS	1	LS	\$1,000.00	\$1,000.00
	S-5	REMOVE & REPLACE 6" CONCRETE DRIVEWAY & APRON	22.22	SY	\$88.00	\$1,955.36
	S-6	INSTALL VERTICAL & DEPRESSED CURB	20	LF	\$80.00	\$1,600.00
	S-7	DETECTABLE WARNING SURFACE PAVERS	3	UNITS	\$250.00	\$750.00
	S-8	REMOVE & STACK EXISTING GRANITE SIDEWALK ON	1	LS	\$200.00	\$200.00
	S-9	REMOVE EXISTING STUMPS	1	LS	\$2,000.00	\$2,000.00
					SUBTOTAL:	\$26,659.36
EXTRA	8	8"X18" CONCRETE VERTICAL CURB	244.33	L.F.	\$80.00	\$19,546.40
	B.3	CONCRETE SIDEWALK 4" THICK	71.88	SY	\$72.00	\$5,175.36
	B.5	DETECTABLE WARNING SURFACE (PAVERS)	3	UNIT	\$250.00	\$750.00
					SUBTOTAL:	\$25,471.76
REDUCTION						
					SUBTOTAL:	\$0.00
CHANGE ORDER SUMMARY						
PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER			
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE		TOTAL	
1	\$52,131.12	TYPE REASON HERE				

2			+ SUPPLEMENTAL	\$26,659.36
3				
4			+ EXTRA	\$25,471.76
5				
6			- REDUCTIONS	\$0.00
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	\$52,131.12
10				

	ORIGINAL CONTRACT AMOUNT	\$318,725.00
	AMENDED CONTRACT AMOUNT	\$370,856.12
	TOTAL CONTRACT CHANGE (AMOUNT)	\$52,131.12
	TOTAL CONTRACT CHANGE (PERCENT)	16.36%

ACCEPTED BY:	_____	_____
	HACKNEY CONCRETE, INC	DATE
APPROVED BY:	_____	_____
	PROJECT MANAGER	DATE
	_____	_____
	MUNICIPAL ENGINEER	DATE
	_____	_____
	PURCHASING AGENT	DATE
	_____	_____
	CHIEF FINANCIAL OFFICER	DATE

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

11

**AUTHORIZING CHANGE ORDER #1 TO CITY CONTRACT #16-45,
OCEAN CITY DRAINAGE IMPROVEMENTS**

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 to Bid was distributed to thirty-one (31) prospective bidders for City Contract #16-45, Ocean City Drainage Improvements; and

WHEREAS, bid proposals were opened for City Contract #16-45, Ocean City Drainage Improvements on Tuesday, January 31, 2017 and ten (10) bid proposals were received; and

WHEREAS, Craig A. Wenger, EIT, CFM, AICP, LEED GA, Technical Manager Water Resources, Michael Baker International; Allison L. Hansen, Assistant Purchasing Agent; and Joseph S. Clark, QPA, City Purchasing Manager determined that the apparent low bidder, Pillari Brothers Construction Corporation is disqualified for failure to submit required forms per N.J.S.A. 40A:11-23.2, N.J.S.A. 40A:11-16 & N.J.S.A. 45:5A-9; and

WHEREAS, Craig A. Wenger, EIT, CFM, AICP, LEED GA, Technical Manager Water Resources, Michael Baker International; Allison L. Hansen, Assistant Purchasing Agent; and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the remaining nine (9) bid proposals and specifications and recommend that City Contract #16-45, Ocean City Drainage Improvements be awarded to A.E. Stone, Inc., the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #16-45, Ocean City Drainage Improvements on February 9, 2017 by Resolution #17-53-053 to **A.E. Stone, Inc., 1435 Doughty Road, Egg Harbor Township, NJ 08234** in the amount of \$6,576,955.00; and

WHEREAS, Craig A. Wenger, EIT, CFM, AICP, LEED GA, Technical Manager Water Resources, Michael Baker International; Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing have reviewed and certified Change Order #1 to City Contract #16-45, Ocean City Drainage Improvements is correct as follows:

Change Order #1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Increase				
Extra				
6	Manhole, 4' Diameter	1 Units	\$ 3,500.00	\$ 3,500.00
14	16" Ductile Iron Pipe	163 L.F.	\$ 120.00	\$ 19,560.00
15	24" Ductile Iron Pipe	157 L.F.	\$ 170.00	\$ 26,690.00
16	15" High Density Polyethylene Pipe	443 L.F.	\$ 120.00	\$ 53,160.00
30	Hot Mix Asphalt 9.5 M 64 Surface Course	681.46 Ton	\$ 100.00	\$ 68,146.00
31	8" X 18" Concrete Vertical Curb.	1,833 L.F.	\$ 22.00	\$ 40,326.00
33	Concrete Sidewalk, 4" Thick	2,252 S.Y.	\$ 55.00	\$ 123,860.00
34	Detectable Warning Surface	4 S.Y.	\$ 225.00	\$ 900.00
37	Hope Connection	3 Units	\$ 800.00	\$ 2,400.00
38	12" High Density Polyethylene Pipe	75 L.F.	\$ 120.00	\$ 9,000.00
39	Hot Mix Asphalt 9.5 M 64 Base Course, 3.5" Thick	181.9 Ton	\$ 120.00	\$ 21,828.00
42	Utility Conflicts (No Bid)	17 Units	\$ 2,000.00	\$ 34,000.00
44	Pipe Plug	9 C.Y.	\$ 500.00	\$ 4,500.00
51	Test Pits	80 S.Y.	\$ 100.00	\$ 8,000.00
52	Fuel Price Adjustment (No Bid)	6.8068 Dollar	\$ 2,900.00	\$ 19,739.72
53	Asphalt Price Adjustment (No Bid)	11.9397 Dollar	\$ 4,300.00	\$ 51,340.71
55	30" Ductile Iron Pipe	42 L.F.	\$ 300.00	\$ 12,600.00
Total Extras:				\$ 499,550.43

Total Amount of Increases for Change Order #1..... \$ 499,550.43

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

A.E. Stone, Inc. Change Order #1 (Continued)

Change Order #1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Reduction				
41	Concrete Driveway, 6" Thick	400 S.Y.	\$ 60.00	(\$ 24,000.00)
45	Reset Fire Hydrant	5 Units	\$ 3,500.00	(\$ 17,500.00)
46	24" Steel Casing	233 L.F.	\$ 750.00	(\$ 174,750.00)
54	Police Traffic Director (No Bid)	1 LS.	\$ 10,000.00	(\$ 10,000.00)
Total Amount of Reductions:				(\$ 226,250.00)

Total Amount of Decreases for Change Order #1..... (\$ 226,250.00)

Total Amount of Change Order #1 including Increases & Decreases..... \$ 273,300.43


Total Amount of City Contract #16-45, Ocean City Drainage Improvements
Including Change Order #1..... \$6,850,255.43

WHEREAS, the newly adjusted contract cost including Change Order #1 is \$6,850,255.43 an increase of \$273,300.43 to the original contract and a 4.16 (%) percent increase in the total for City Contract #16-45, Ocean City Drainage Improvements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 to City Contract #16-45, Ocean City Drainage Improvements in the amount of \$273,300.43 (PO #17-00404); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the amount of \$273,300.43 to City Contract #16-45, Ocean City Drainage Improvements (PO #17-00404) issued to A.E. Stone, Inc., 1435 Doughty Road, Egg Harbor Township, NJ 08234 to 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

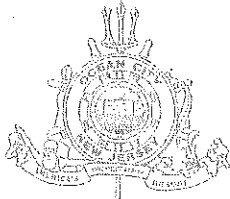
Files: RESCO#1 CC#16-45 Ocean City Drainage Improvements-A.E.Stone.doc

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 2018

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

.....
Melissa G. Rasner, City Clerk



ENGINEERING DIVISION

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

To: Joseph Clark, Purchasing Manager
From: Roger Rinck, Project Manager
Date: August 6, 2018
RE: **Change Order #1**
2016 Road Improvement Drainage Program Project
Project #: 3-2016-045

The above referenced contract is seeking Council's approval of Change Order #1 on the August 23, 2018 City Council Agenda. This request for change is to adjust contract quantities to as-builts quantities due to field conditions. There are no new items.

This change order includes the need for additional materials to reflect the as-builts including manhole, 4' diameter, 16" ductile iron pipe 163 LF, 24" ductile iron pipe 157 LF, 15" high density polyethylene pipe 443 LF, hot mix asphalt 9.5m 64 surface course 681.46 tons, 8"x18" concrete vertical curb 1833 LF, concrete sidewalk, 4" thick 2252 SY, detectable warning surface 4 SY, HDPE connection 3 units, 12" high density polyethylene pipe 75 LF, hot mix asphalt 9.5m 64 base course, 3.5" thick 181.9 tons, utility conflicts 17 units, pipe plug 9 CY, test pits 80 SY, fuel price adjustment 6.81 dollars, asphalt price adjustment 11.94 dollar, and 30" ductile iron pipe 42 LF.

The changes also include the reductions to reflect as-builts concrete driveway, 6" thick 400 SY, reset fire hydrant 5 units, 24" steel casing 233 LF, and police traffic director 1 LS.

This change order represents a total current contract amount net increase of \$273,300.19 or 4.16%.



CITY OF OCEAN CITY, ENGINEERING DIVISION
2016 ROAD IMPROVEMENT DRAINAGE PROJECT

PURCHASE ORDER #
17-00404

CHANGE ORDER NO. 1
FILE NO. 3-16-045

CONTRACTOR:
A.E. STONE, INC
1435 DOUGHTY ROAD
EGG HARBOR TOWNSHIP, NJ 08234

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						
					SUBTOTAL:	\$0.00
EXTRA	6	MANHOLE, 4' DIAMETER	1	U.	\$3,500.00	\$3,500.00
	14	18" DUCTILE IRON PIPE	163	L.F.	\$120.00	\$19,560.00
	15	24" DUCTILE IRON PIPE	157	L.F.	\$170.00	\$26,690.00
	16	15" HIGH DENSITY POLYETHYLENE PIPE	443	L.F.	\$120.00	\$53,160.00
	30	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	681.46	TON	\$100.00	\$68,146.00
	31	8" X 18" CONCRETE VERTICAL CURB	1833	L.F.	\$22.00	\$40,326.00
	33	CONCRETE SIDEWALK, 4" THICK	2252	S.Y.	\$55.00	\$123,860.00
	34	DETECTABLE WARNING SURFACE	4	S.Y.	\$225.00	\$900.00
	37	HDPE CONNECTION	3	U.	\$800.00	\$2,400.00
	38	12" HIGH DENSITY POLYETHYLENE PIPE	75	L.F.	\$120.00	\$9,000.00
	39	HOT MIX ASPHALT 9.5 M 64 BASE COURSE, 3.5" THICK	181.9	TON	\$120.00	\$21,828.00
	42	UTILITY CONFLICTS (NO BID)	17	U.	\$2,000.00	\$34,000.00
	44	PIPE PLUG	9	C.Y.	\$500.00	\$4,500.00
	51	TEST PITS	80	S.Y.	\$100.00	\$8,000.00
	52	FUEL PRICE ADJUSTMENT (NO BID)	6.8068	DOLLAR	\$2,900.00	\$19,739.72
	53	ASPHALT PRICE ADJUSTMENT (NO BID)	11.9397	DOLLAR	\$4,300.00	\$51,340.71
	55	30" DUCTILE IRON PIPE	42	L.F.	\$300.00	\$12,600.00
					SUBTOTAL:	\$499,550.43
REDUCTION						
	41	CONCRETE DRIVEWAY, 6" THICK	400	S.Y.	\$60.00	\$24,000.00
	45	RESET FIRE HYDRANT	5	U.	\$3,500.00	\$17,500.00
	46	24" STEEL CASING	233	L.F.	\$750.00	\$174,750.00
	54	POLICE TRAFFIC DIRECTOR (NO BID)	1	L.S.	\$10,000.00	\$10,000.00

SUBTOTAL: \$226,250.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE TYPE REASON HERE	TYPE OF CHANGE	TOTAL
1	\$273,300.43		+ SUPPLEMENTAL	\$0.00
2			+ EXTRA	\$499,550.43
3			- REDUCTIONS	\$226,250.00
4			NET CONTRACT CHANGE THIS CHANGE ORDER	\$273,300.43
5				
6				
7				
8				
9				
10				

ORIGINAL CONTRACT AMOUNT \$6,576,955.00

AMENDED CONTRACT AMOUNT \$6,850,255.43

TOTAL CONTRACT CHANGE (AMOUNT) \$273,300.43

TOTAL CONTRACT CHANGE (PERCENT) 4.16%

ACCEPTED BY:

A.E. STONE, INC

DATE

APPROVED BY:

PROJECT MANAGER

DATE

MUNICIPAL ENGINEER

DATE

PURCHASING AGENT

DATE

CHIEF FINANCIAL OFFICER

DATE

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

12

**AUTHORIZING CHANGE ORDER #5 TO
CITY CONTRACT #17-53, NORTHEND DRAINAGE IMPROVEMENTS**

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-323 on Thursday, November 16, 2017 for City Contract #17-53, Northend Drainage Improvements; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, November 15, 2017, 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 twenty-seven (27) prospective bidder(s) for City Contract #17-53, Northend Drainage Improvements; and

WHEREAS, bid proposals were opened for City Contract #17-53, Northend Drainage Improvements on Tuesday, December 19, 2017 and eight (8) 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 had reviewed the bid proposals and specifications and recommended that City Contract #17-53, Northend Drainage Improvements awarded to L. Feriozzi Concrete Company, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #17-53, Northend Drainage Improvements on December 28, 2017 by Resolution #17-54-002 to **L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401** in the amount of \$7,863,006.62; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #17-53, Northend Drainage Improvements on June 14, 2018 by Resolution #18-54-221 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of \$55,458.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #2 to City Contract #17-53, Northend Drainage Improvements on July 12, 2018 by Resolution #18-54-265 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of \$36,701.98; and

WHEREAS, the City Council of Ocean City, New Jersey authorized a Modification to Change Order #2 & Change Orders #3 & 4 to City Contract #17-53, Northend Drainage Improvements on July 26, 2018 by Resolution #18-54-278 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of \$41,224.20; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Rachel N. Ballezzi, Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #5 to City Contract #17-53, Northend Drainage Improvements is correct as follows:

Change Order #5

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>Increases-Supplemental</u>				
S4	18" High Density Poly Pipe	46 LF	\$ 141.90	\$ 6,527.40
Total Supplemental				\$ 6,527.40
<u>Extra</u>				
43	24" High Density Polyethylene	1,188 LF	\$ 146.00	\$ 173,448.00
30	Reconstructed Inlet, Type A	3 Units	\$ 1,250.00	\$ 3,750.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

A.E. Stone, Inc Change Order #5 (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>Increases</u>				
Extra (Continued)				
31	Reconstructed Inlet, Type B	2 Units	\$ 1,250.00	\$ 2,500.00
37	Reconstructed Manhole, Using Existing Casting	1 Unit	\$ 2,500.00	<u>\$ 2,500.00</u>
Total Extras:				\$ 182,198.00
Total Amount of Increases for Change Order #5.....				\$ 188,725.40
<u>Decreases – Reduction</u>				
40	24" Ductile Iron Pipe	1,188 LF	\$ 235.00	<u>(\$ 279,180.00)</u>
Total Reductions:				<u>(\$ 279,180.00)</u>
Total Amount of Increases for Change Order #5.....				(\$ 279,180.00)
Total Amount of Change Order #5 including Increase & Decrease.....				(\$ 90,454.60)
Total Amount of City Contract #17-53, Northend Drainage Improvements Including Change Order #5.....				\$7,905,936.20

WHEREAS, the newly adjusted contract cost including Change Order #5 is \$7,905,936.20 an increase of \$42,929.58 to the original contract and a 0.55 (%) percent increase in the total for City Contract #17-53, Northend Drainage Improvements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #5 to City Contract #17-53, Northend Drainage Improvements in the amount of (\$90,454.60) (PO #18-00189); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #5 in the net amount of (\$90,454.60) to City Contract #17-53, Northend Drainage Improvements (PO #18-00189) issued to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 to 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

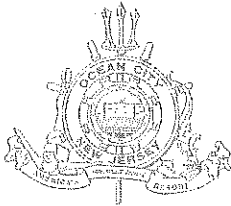
Files: RESCO#5 CC#17-53 Northend Drainage Improvements.doc

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 2018

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

.....
Melissa G. Rasner, City Clerk



ENGINEERING DIVISION

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

To: Joseph Clark, Purchasing Manager
From: Roger Rinck, Project Manager
Date: August 6, 2018
RE: **Change Order #5**
Northend Drainage Improvements
Project #: 3-2017-053

The above referenced contract is seeking Council's approval of Change Order #1 on the August 23, 2018 City Council Agenda. This request for change is to adjust contract quantities to as-builts quantities due to field conditions.

This change order includes the need for additional materials to reflect the as-builts including 1,188 LF of 24" high density poly pipe, 3 reconstructed inlet type A, 2 reconstructed inlet type B, 1 reconstructed mh w/ ex casting, and 46 LF of 18" high density poly pipe.

The changes also include the reduction of materials to reflect the as-builts 1,188 LF of 24" ductile iron pipe.

This change order represents a total current contract amount net change of -\$90,454.50 or .55%.



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT
NORTH END DRAINAGE IMPROVEMENTS

CHANGE ORDER NO. 5
FILE NO. 3-2017-053

PURCHASE ORDER #
18-00189

CONTRACTOR:
L. FERIOZZI CONCRETE COMPANY
3010 SUNSET AVENUE
ATLANTIC CITY, NJ 08401

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	S-4	18" HIGH DENSITY POLY PIPE	46	LF	\$141.90	\$6,527.40
		0		0	\$0.00	
		SUBTOTAL:				
EXTRA	43	24" HIGH DENSITY POLYETHYLENE PIPE	1188	L.F.	\$146.00	\$173,448.00
	30	RECONSTRUCTED INLET, TYPE A	3	U	\$1,250.00	\$3,750.00
	31	RECONSTRUCTED INLET, TYPE B	2	U	\$1,250.00	\$2,500.00
	37	RECONSTRUCTED MANHOLE, USING EXISTING CASTING	1	U	\$2,500.00	\$2,500.00
	0			0	\$0.00	
SUBTOTAL:					\$182,198.00	
REDUCTION	40	24" DUCTILE IRON PIPE	1188	L.F.	\$235.00	\$279,180.00
	0			0	\$0.00	
	0			0	\$0.00	
SUBTOTAL:					\$279,180.00	

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS

CURRENT CHANGE ORDER

NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$55,458.00	MATERIALS NEEDED TO COMPLETE THE PROJECT		
2	\$59,297.68	CHANGES TO COMPLETE JOB MORE EFFICIENTLY		
3	\$15,558.50	MATERIALS NEEDED TO COMPLETE PROJECT		
4	\$3,070.00	MATERIALS NEEDED TO COMPLETE THE PROJECT		
5	(\$90,454.60)			
6				
			+ SUPPLEMENTAL	\$6,527.40
			+ EXTRA	\$182,198.00
			- REDUCTIONS	\$279,180.00

7					
8					
9					
10					
				NET CONTRACT CHANGE	
				THIS CHANGE ORDER (\$90,454.60)	
ORIGINAL CONTRACT AMOUNT				\$7,863,006.62	
AMENDED CONTRACT AMOUNT				\$7,905,936.20	
TOTAL CONTRACT CHANGE (AMOUNT)				\$42,929.58	
TOTAL CONTRACT CHANGE (PERCENT)				0.55%	
ACCEPTED BY:					
		0		DATE	
APPROVED BY:					
		PROJECT MANAGER		DATE	
		ENGINEER		DATE	
		PURCHASING AGENT		DATE	
		CHIEF FINANCIAL OFFICER		DATE	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

13

**AUTHORIZING THE EXECUTION OF A DREDGE MATERIAL MANAGEMENT AGREEMENT
BETWEEN THE CITY OF OCEAN CITY AND THE NEW JERSEY STATE DEPARTMENT OF
TRANSPORTATION, OFFICE OF MARITIME RESOURCE FOR #184 CARNIVAL BAYOU,
#185 VENETIAN BAYOU, AND #186 OCEAN CITY LAGOON**

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 and made a part hereof (the "Property"); and

WHEREAS, the Route 52 CDF and CDF Site 83 are also depicted on a map entitled "Back Bay Dredging – Dredge Prism City of Ocean City, NJ" attached hereto and incorporated herein as Exhibit B/C; and

WHEREAS, the navigation channels in the back bay adjacent to Ocean City ("Ocean City Channels"), are in need of dredging and are depicted on sheets 1-15 attached hereto and incorporated herein as in Exhibit B/C; and,

WHEREAS, Ocean City is undertaking a multiyear dredging project in Cape May County on the Bay; and

WHEREAS, Ocean City is planning to authorize a portion of its long term dredging project for the 2018-19 fiscal year; ("2018 Project"); 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 which are also depicted on Exhibit B/C attached hereto and incorporated herein and also require dredging; and

WHEREAS, Ocean City has agreed to dredge Carnival Bayou, Venetian Bayou, and Ocean City Lagoon as a part of its "2018 Project", and to deposit the dredged material into the Property or another suitable permitted location approved by NJDOT; and

WHEREAS, the NJDOT has agreed to compensate Ocean City for all eligible costs attributable to dredging the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon ("State Costs"). These costs are estimated to be \$4,454,540.24 of the \$6,848,051.57 total estimated cost of "2018 Project". This amount is based on the low bid estimate reflected in Exhibit D attached hereto and incorporated herein; 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; 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, County of Cape May, State of New Jersey, formally approves the Dredge Material Management Agreement and that the Mayor and/or his designee is hereby authorized to negotiate and enter into an agreement with the NJDOT Office of Maritime Resources; and

BE IT FURTHER RESOLVED that the Mayor and/or his designee and the City Clerk of the City of Ocean City, NJ are hereby authorized to sign the agreement on behalf of the City of Ocean City, NJ and that their signature constitutes acceptance of the terms and conditions of the agreement and approves the execution of the agreement.

Peter V. Madden
Council President

Files: RES 2018 NJDOT Dredge 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 2018

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

.....
Melissa G. Rasner, City Clerk

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

DREDGE MATERIAL MANAGEMENT AGREEMENT – OCEAN CITY
#184 Carnival Bayou, #185 Venetian Bayou, and #186 Ocean City Lagoon

THIS AGREEMENT, is made this _____ day of _____, 2018, 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”) located under the Route 52 bridge and shown on the official municipal Tax Map of Ocean City (**Exhibit A**) as Block 850.01, Lot 6 (“**Route 52 CDF**”) and another CDF located in Block 3350.01, Lot 17 (“**CDF Site 83**”), both in the City of Ocean City, and outlined in red on **Exhibit A** (collectively the “**Property**”); and

WHEREAS, the Route 52 CDF and CDF Site 83 are also depicted on a map entitled “Back Bay Dredging – Dredge Prism City of Ocean City, NJ” attached hereto and incorporated herein as **Exhibit B/C** (on Sheets 15 and 14, respectively); and,

WHEREAS, the navigation channels in the back bay adjacent to Ocean City (“**Ocean City Channels**”), are in need of dredging, as depicted in **Exhibit B/C** (Sheets 1 to 15); and,

WHEREAS, Ocean City is undertaking a multiyear dredging project in Cape May County on the Bay; and,

WHEREAS, Ocean City is planning to authorize a portion of its long term dredging project for the 2018-19 fiscal year; (“**2018 Project**”); and

WHEREAS, the State is responsible for maintenance of the channels located within Ocean City known as #181 USCG Lagoon, #182 USCG Lagoon Spur, #183 Krause’s Cut, #184 Carnival Bayou (“**Carnival Bayou**”), #185 Venetian Bayou (“**Venetian Bayou**”), and #186 Ocean City Lagoon (“**Ocean City Lagoon**”), which are also depicted on **Exhibit B/C** (specifically on Sheets 2, 5, 6, 7, 10 and 12; collectively “**State Channels**”), and the State Channels also require dredging; and

WHEREAS, Ocean City has agreed to dredge Carnival Bayou, Venetian Bayou, and Ocean City Lagoon as a part of its 2018 Project, and to deposit the dredged material into the Property or another suitable permitted location approved by NJDOT; and

WHEREAS, the residents and businesses of Ocean City will directly and indirectly benefit from the dredging of Carnival Bayou, Venetian Bayou, and Ocean City Lagoon; and,

WHEREAS, the NJDOT has agreed to assist Ocean City in bearing the costs of dredging Carnival Bayou, Venetian Bayou, and Ocean City Lagoon, subject to available funding;

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

1. PROJECT

- A. Ocean City shall dredge the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon as part of its 2018 Project, as specified in this agreement. Additional State Channels will be considered by amendment to this Agreement in future years.
- B. Ocean City shall place material dredged from the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon in the CDF Site 83.
- C. The volume of material to be removed in the 2018 Project from **Carnival Bayou, Venetian Bayou, and Ocean City Lagoon** is estimated at **50,060 Cubic Yards** and from the Ocean City Channels at **31,090 Cubic Yards** for a total of **81,150 Cubic Yards**.
- D. Ocean City shall arrange for financing sufficient to complete the 2018 Project, regardless of the NJDOT's payments due under this Agreement.
- E. The NJDOT will provide inspections and oversight of dredging in the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon for FEMA compliance only, or as the NJDOT deems necessary.
- F. Eligible costs for the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon portion of the 2018 Project include: **Design, Construction, Permitting Services, Material Testing & Sampling, Material Management, Construction Inspection, and CDF Capacity.**
- G. Ocean City engineers have determined the estimated costs for dredging Carnival Bayou, Venetian Bayou, and Ocean City Lagoon based on the bid opening:
 - i. Dredged Material Placement and Capacity (Including: Design, Construction, Permitting, Material Testing, Inspection): \$2,925,189.77.
 - ii. Dredging (Including: Design, Construction, Permitting, Material Testing and Sampling, Inspection): \$1,529,350.47.
- H. The estimated distribution of costs for the 2018 Project between the State and Ocean City, based on the low-bid estimate, are attached hereto as **Exhibit D** and entitled "Allocation of Low-Bid Costs – Carnival Bayou, Venetian Bayou, and Ocean City Lagoon."

2. **FUNDING AND PAYMENT**

- A. The NJDOT will pay for all eligible costs attributable to dredging the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon ("**State Costs**"). These costs are estimated to be **\$4,454,540.24** of the \$6,848,051.57 total estimated cost of 2018 Project. This amount is based on the low bid estimate reflected in **Exhibit D**. 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 2018 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 NJDOT.
 - iii. The final voucher must be submitted to the NJDOT within six (6) months of acceptance by NJDOT of the dredging of the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon. 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 Carnival Bayou, Venetian Bayou, and Ocean City Lagoon, 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 to Ocean City on the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon portion of the

2018 Project are subject to NJDOT review and approval.

- G. Ocean City shall provide cost certification in a form specified by the State and maintain financial records relating to all costs for the 2018 Project, as applicable, and comply with State of New Jersey audit requirements specified therein.
- H. Ocean City shall maintain complete documentation of the 2018 Project for a period of three (3) years after receiving final payment from the State.
- I. Ocean City shall maintain and supply all records and materials which the NJDOT may require in order to successfully obtain federal reimbursement for the 2018 Project and/or the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon portion, regardless of whether those records and materials are specified in this agreement.

3. DESIGN AND CONSTRUCTION

- A. In its agreements for professional and non-professional services relating to the 2018 Project, 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 2018 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 Carnival Bayou, Venetian Bayou, and Ocean City Lagoon only. Centerline and channel limits, both aerial and min/max dredging depth for Carnival Bayou, Venetian Bayou, and Ocean City Lagoon cannot be altered and/or exceeded without the written approval of the NJDOT.
- E. Ocean City shall provide all maps, reports, detailed plans, permits, 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 Carnival Bayou, Venetian Bayou, and Ocean City Lagoon 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 dredging 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 2018 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 reasonable 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.
- B. Ocean City shall represent to NJDOT through relevant documents and permits that its operation of the CDFs are 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 2018 Project within six (6) months of approval of this Agreement by NJDOT. 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 2018 Project as 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 NJDOT of the plans, specifications and

engineer's estimate before advertisement. The NJDOT will expedite its review and response.

- D. Prior to advertisement, Ocean City shall submit the following to the NJDOT:
 - 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. 40A: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 opening construction bids, unless the NJDOT grants an extension of this time, Ocean City shall submit the following to NJDOT:
 - 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 2018 Project, 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 the 2018 Project 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."

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. NOTICES

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 08625-600

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the said parties hereto have caused this AGREEMENT to be duly executed and delivered as of the _____ day of the month of _____ in the year of _____, which is the date that this Agreement has been executed and approved by both parties.

ATTEST/WITNESS/AFFIX SEAL:

Melissa Rasner, Clerk

By: _____
Jay A. Gillian, Mayor
Dated: _____

ATTEST/WITNESS/AFFIX SEAL:

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ANIKA JAMES
SECRETARY

By: _____
MICHAEL RUSSO
ASSISTANT COMMISSIONER

Dated: _____

Dated: _____

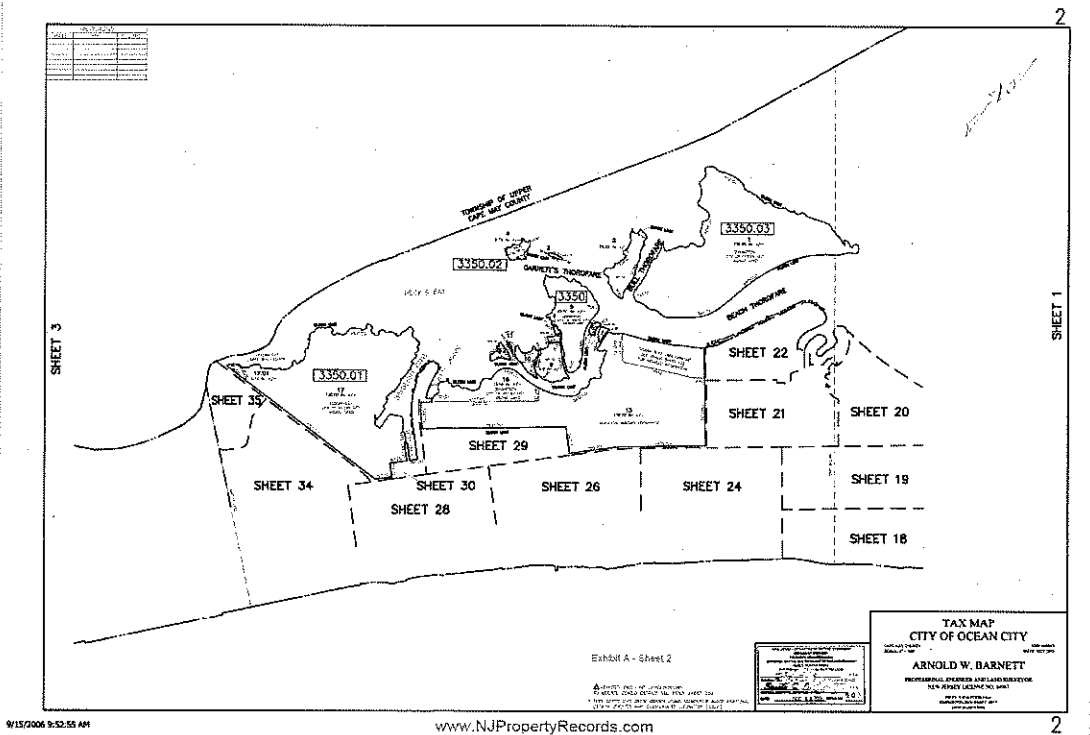
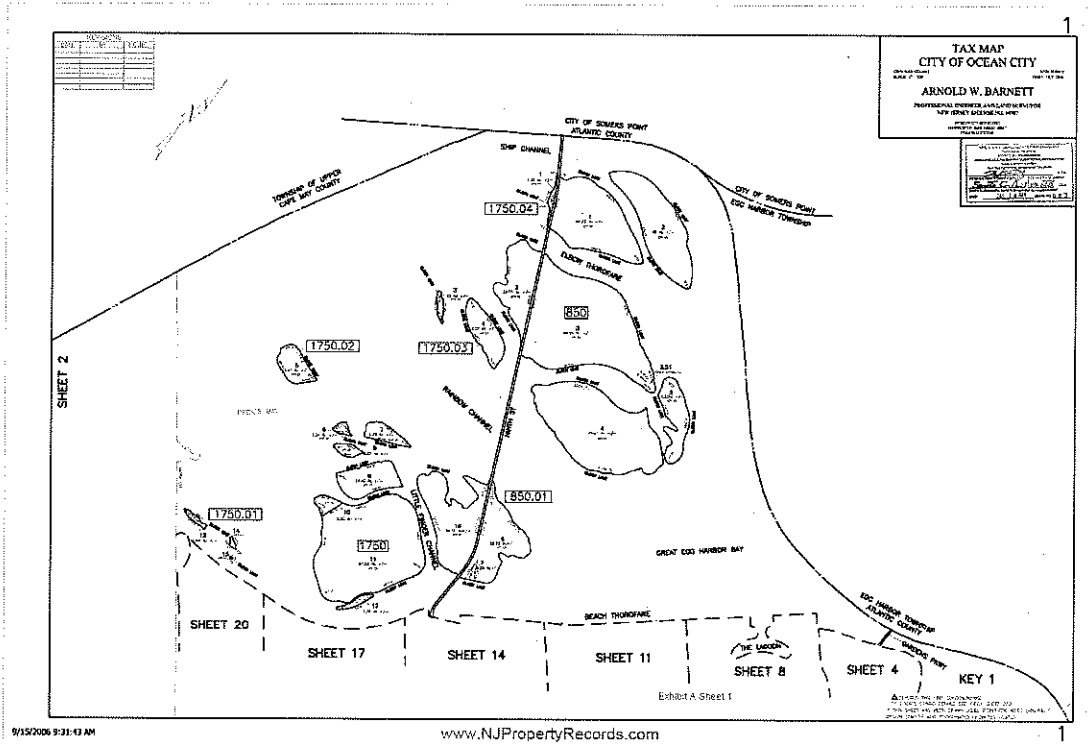
Approved as to form:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: _____
David M. Kahler
Deputy Attorney General

Date

Exhibit A



Exhibits B/C

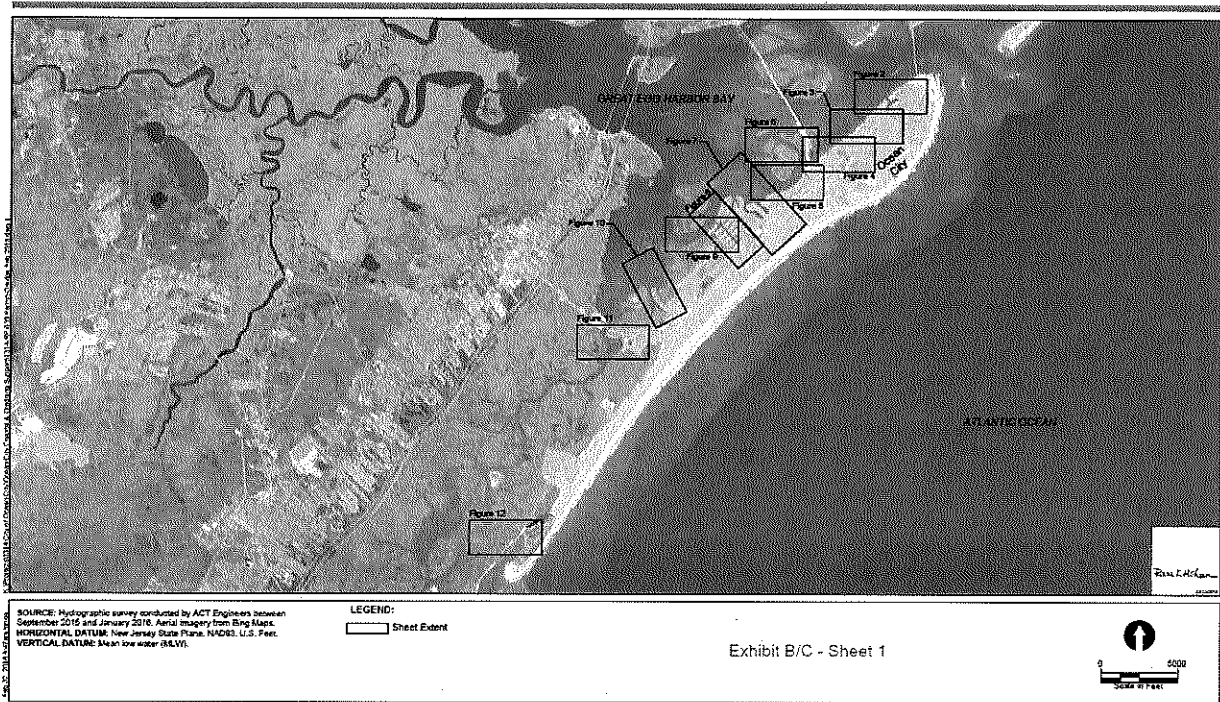


Figure 1
 Vicinity Map and Figure Key
 Back Bay Dredging - Dredge Prism
 City of Ocean City, NJ

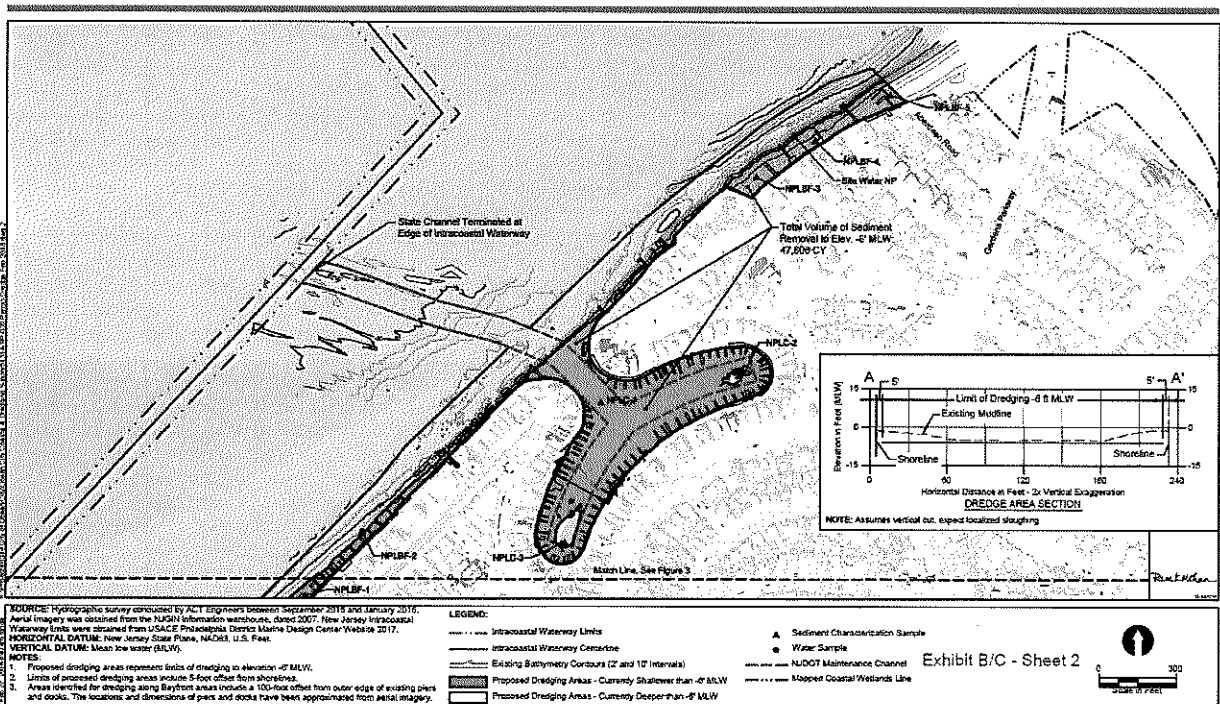


Figure 2
 North Point Lagoon and Various Bayfront
 Back Bay Dredging - Dredge Prism
 City of Ocean City, NJ

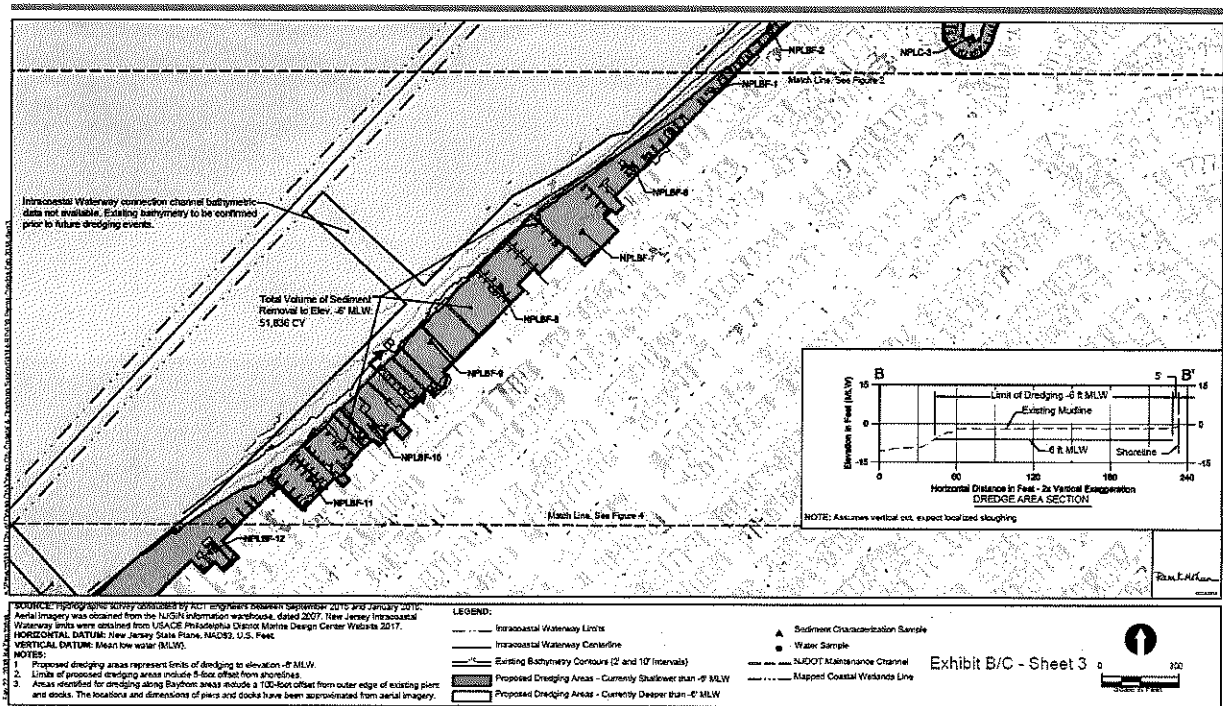


Figure 3
Various Bayfront Between Snug Harbor and North Point Lagoon
Back Bay Dredging - Dredge Prism
City of Ocean City, NJ

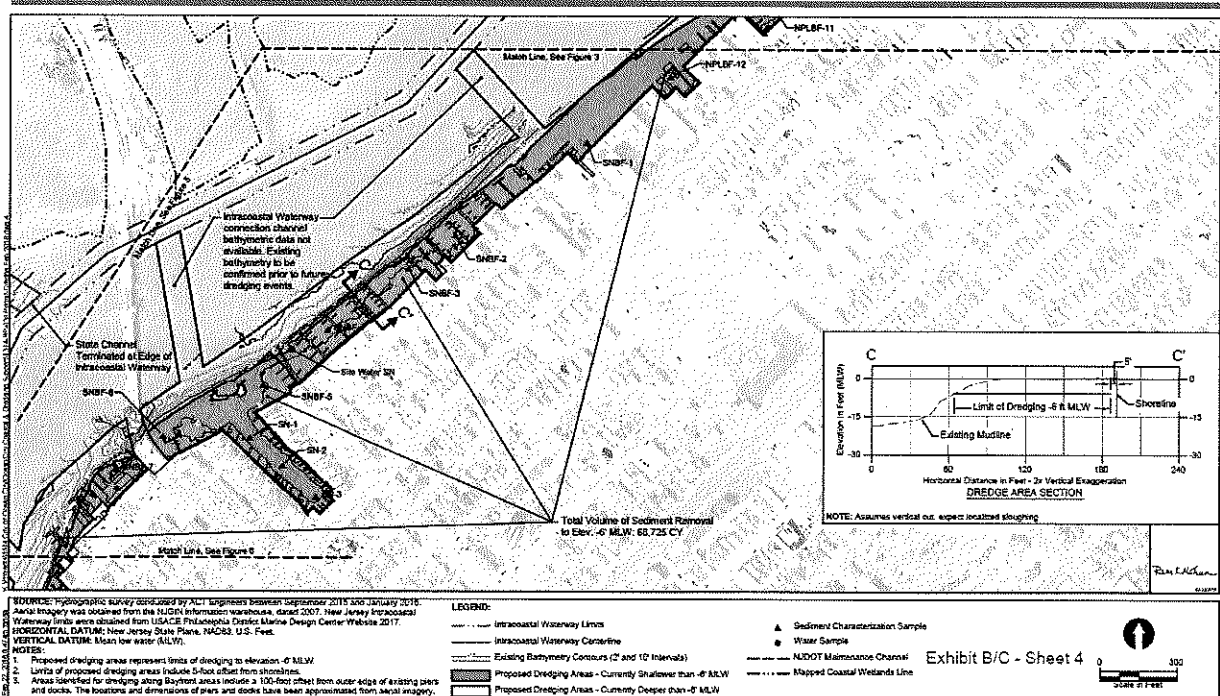
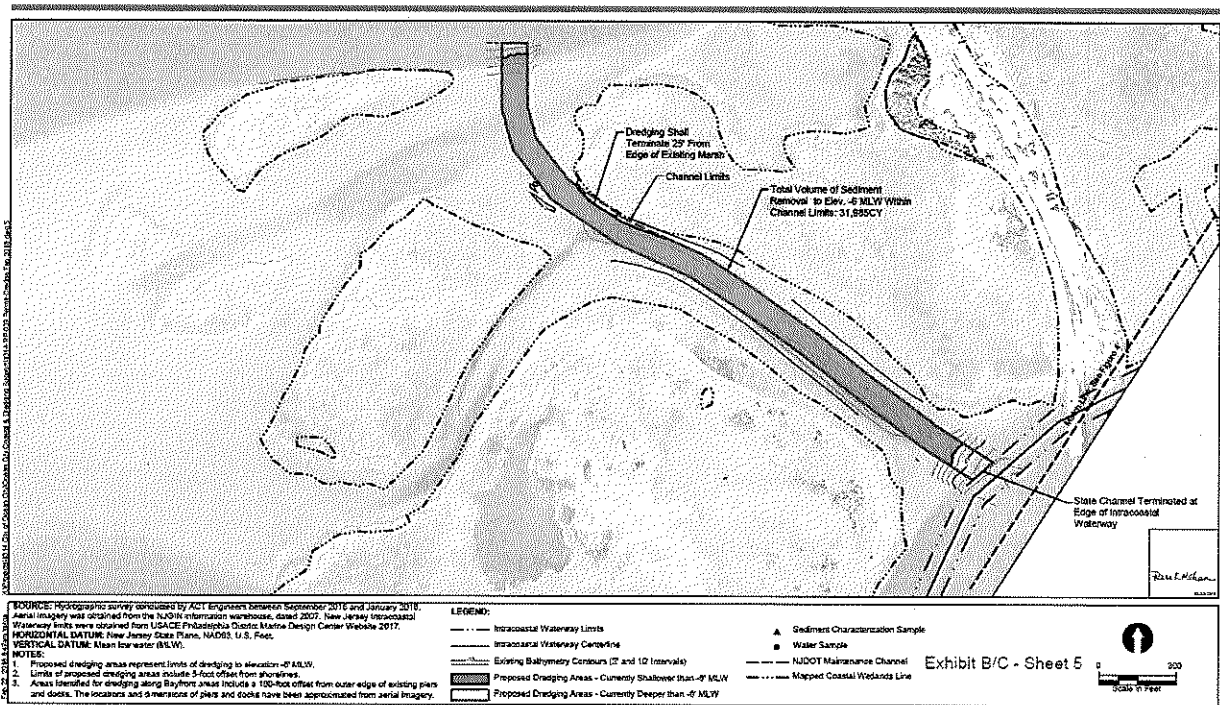


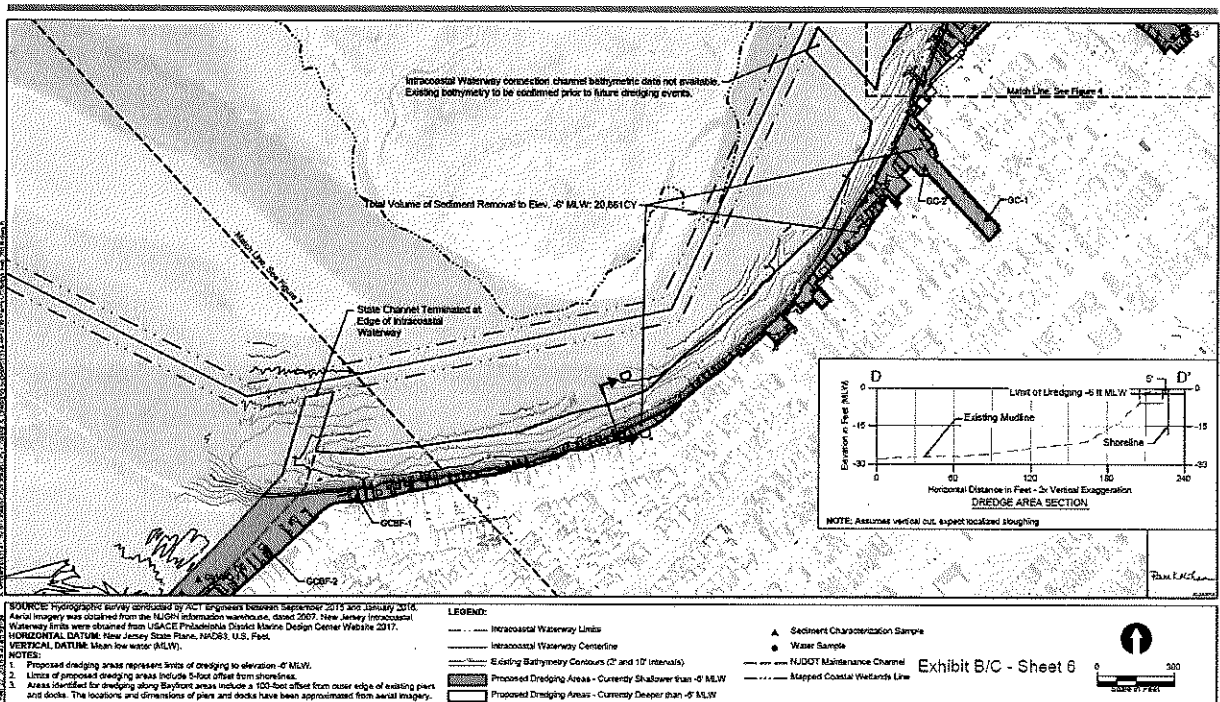
Figure 4
Snug Harbor and Various Bayfront - 10th Street to 4th Street
Back Bay Dredging - Dredge Prism
City of Ocean City, NJ



ANCHOR
QEA

ACT
ENGINEERS

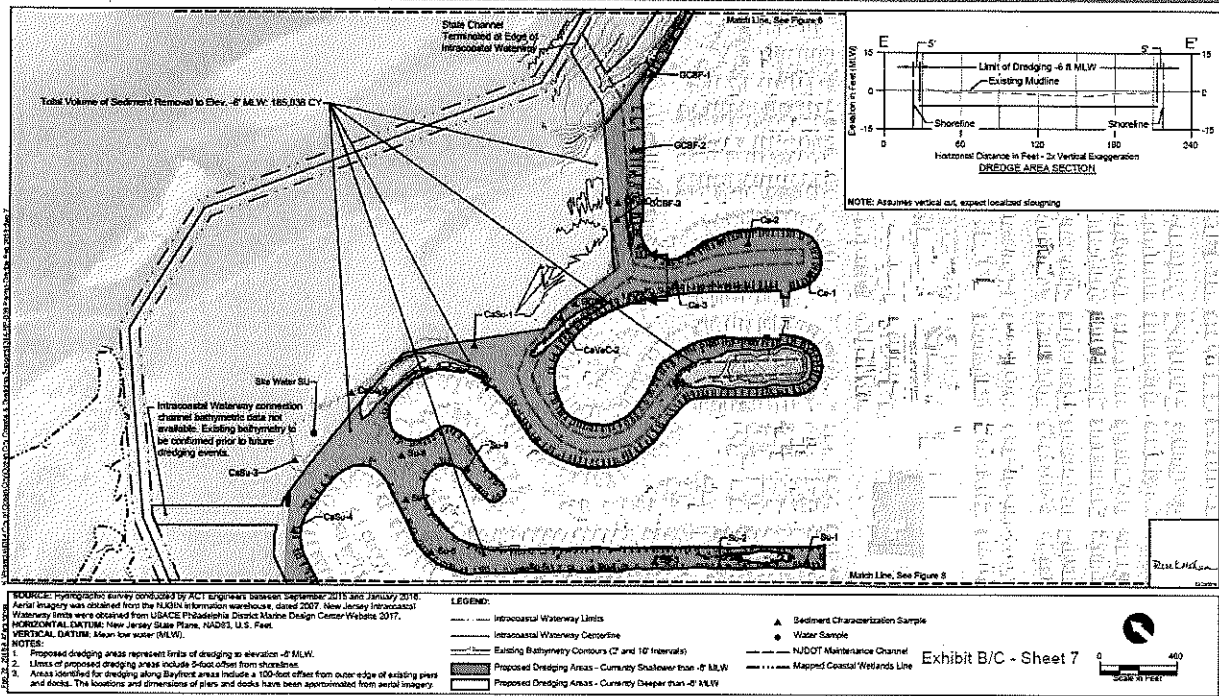
Figure 5
Krause's Cut NJDOT Maintenance Limits
Back Bay Dredging - Dredge Prism
City of Ocean City, NJ



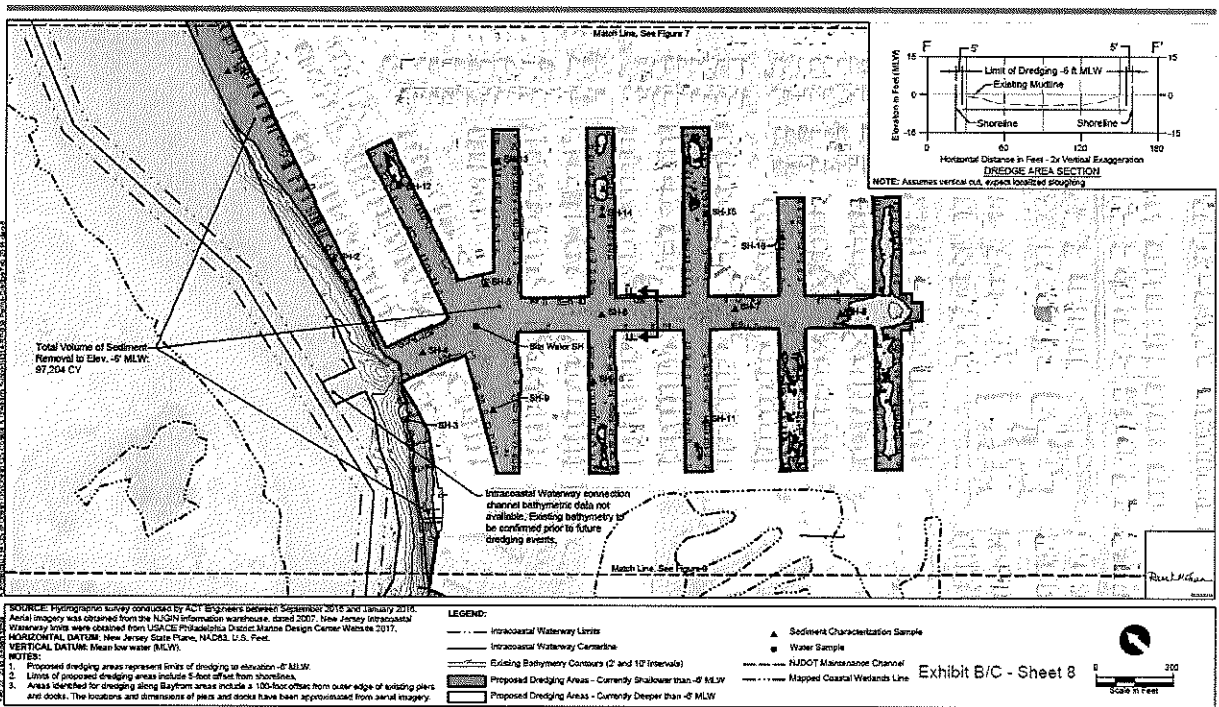
ANCHOR
QEA

ACT
ENGINEERS

Figure 6
Glen Cove and Various Bayfront
Back Bay Dredging - Dredge Prism
City of Ocean City, NJ



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ANCHOR OEA ACT ENGINEERS

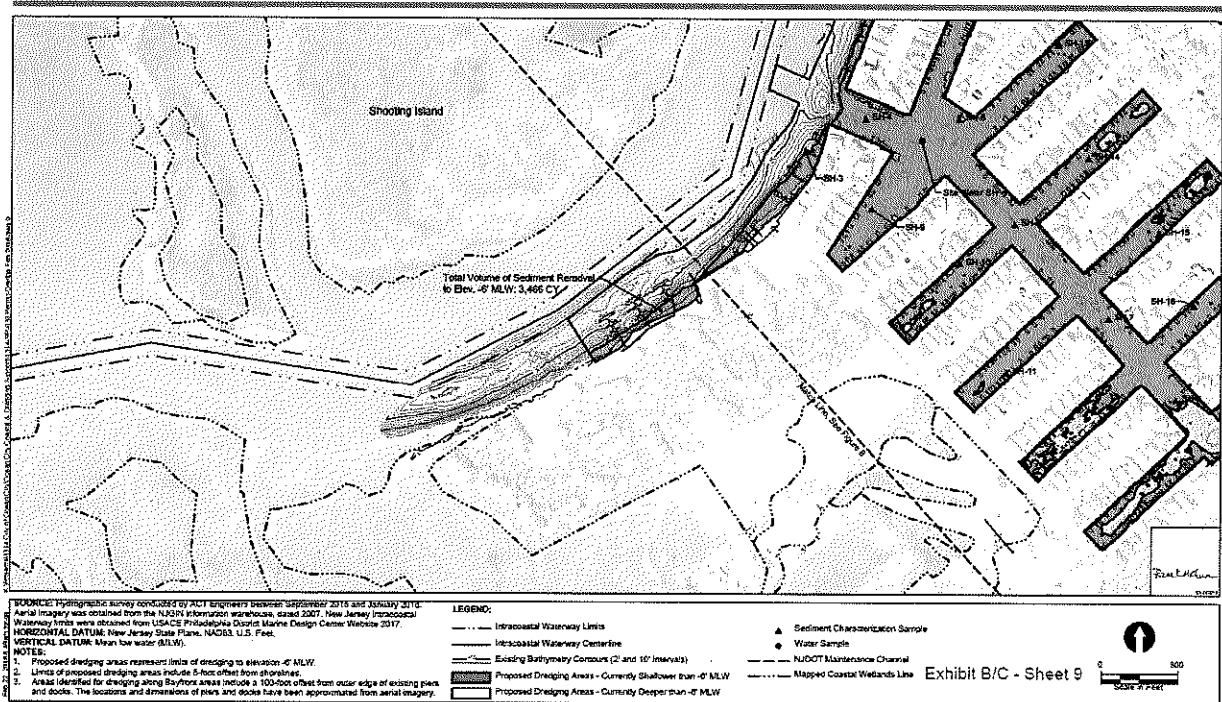


Figure 9
Various Bayfront Southwest of South Harbor
Back Bay Dredging - Dredge Prism
City of Ocean City, NJ

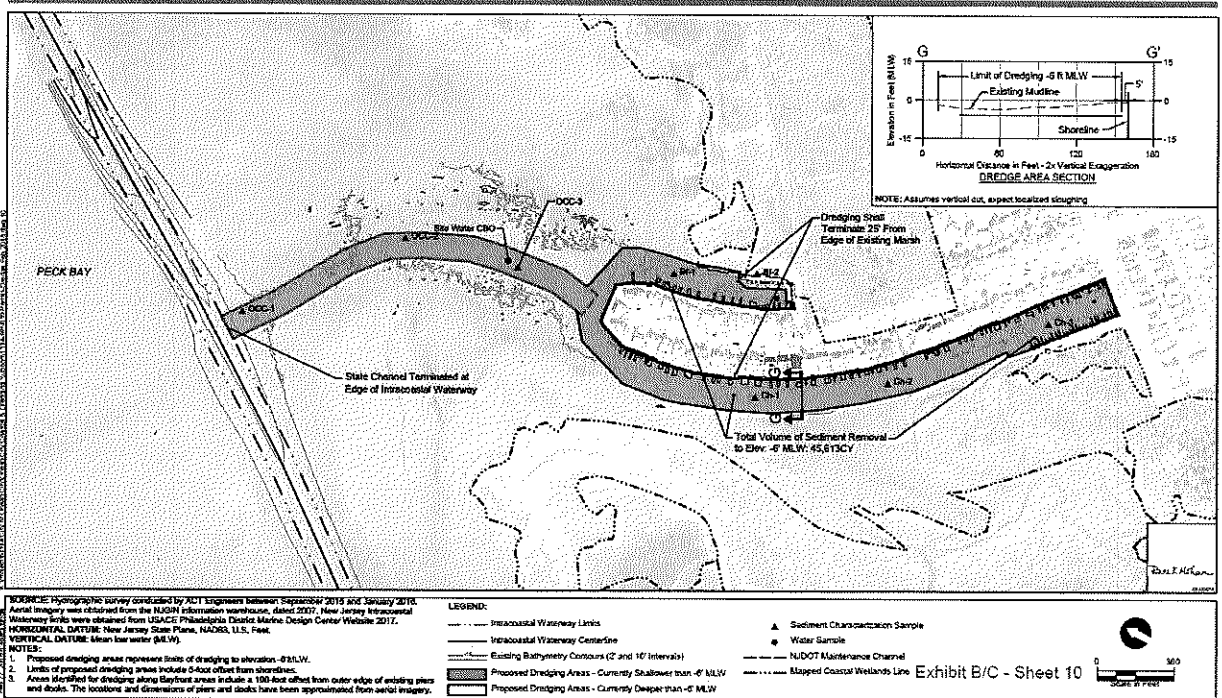
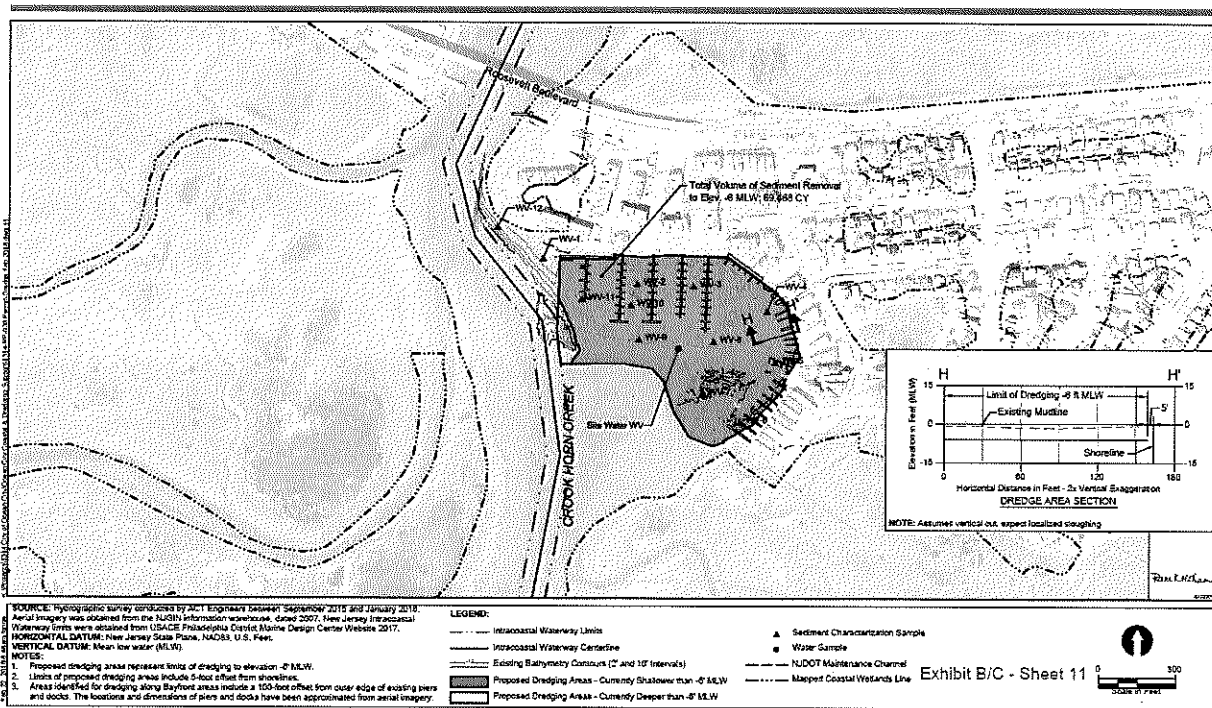
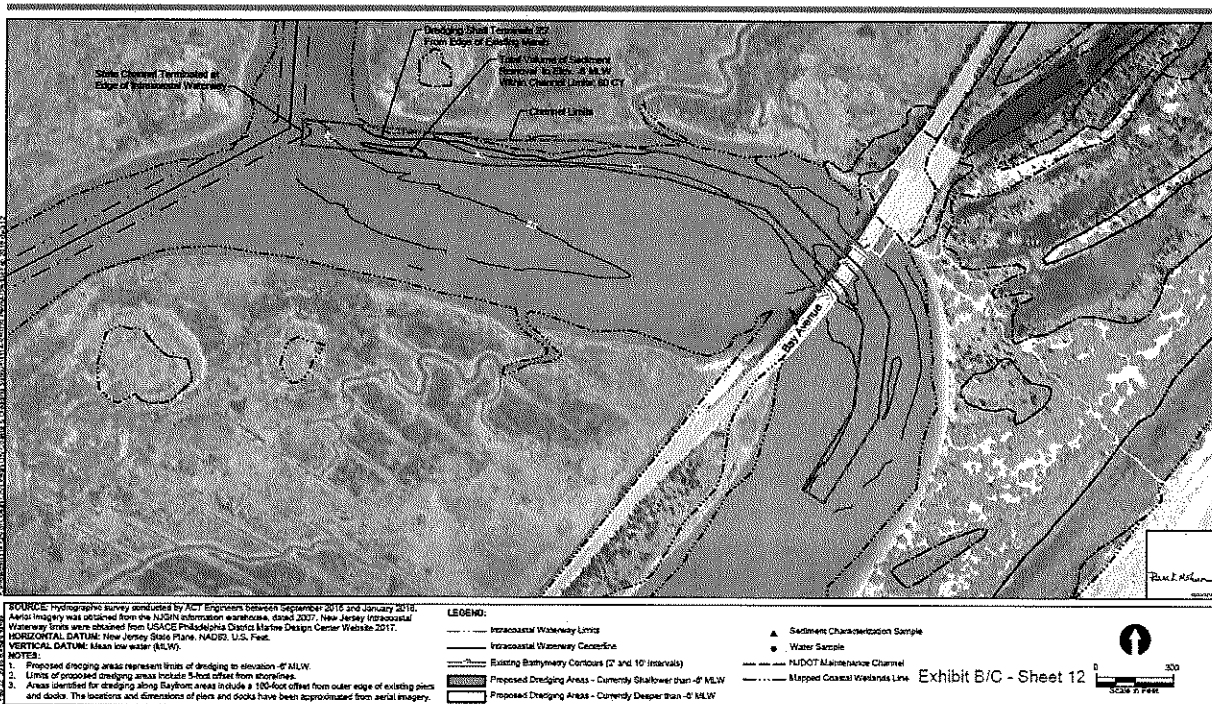


Figure 10
Clubhouse Lagoon, Bluefish Lagoon, and Ocean City Lagoon
Back Bay Dredging - Dredge Prism
City of Ocean City, NJ



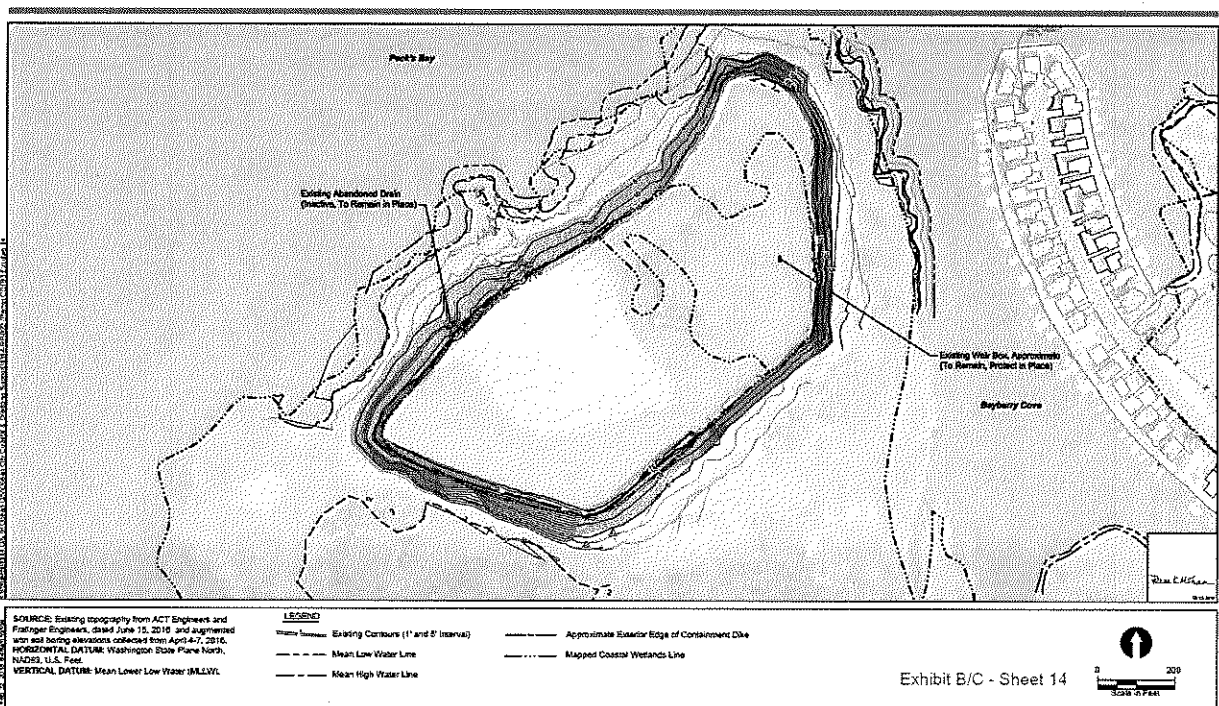
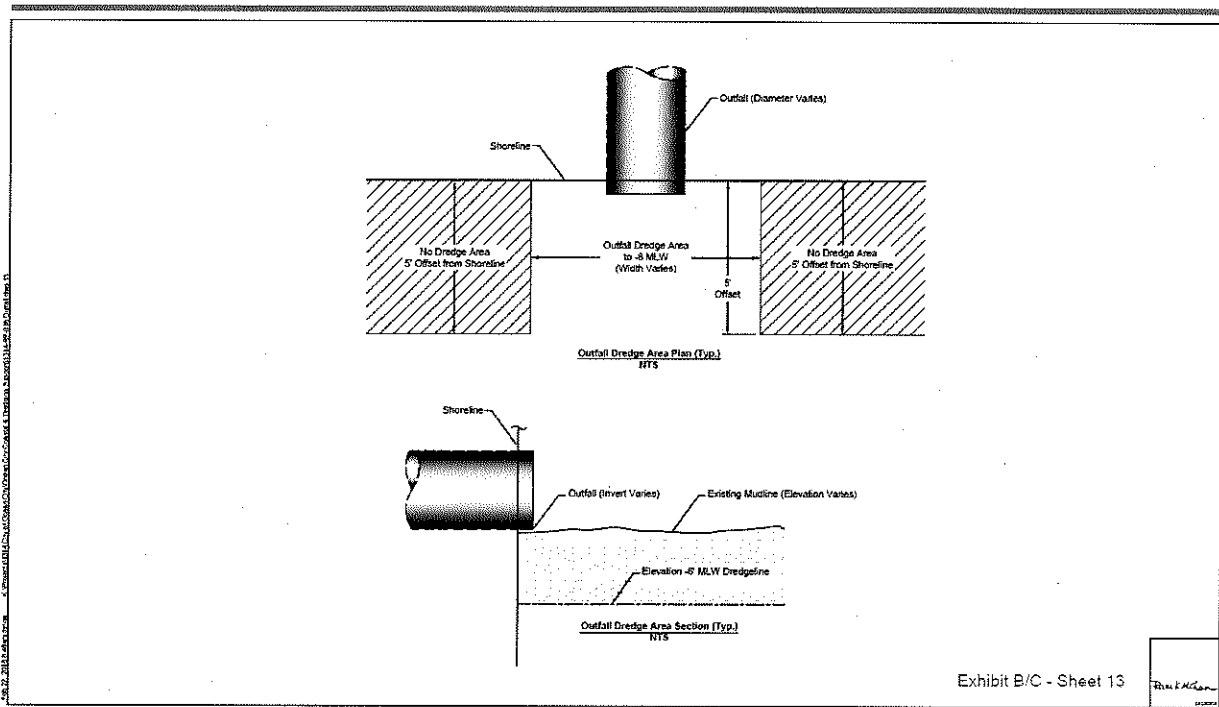
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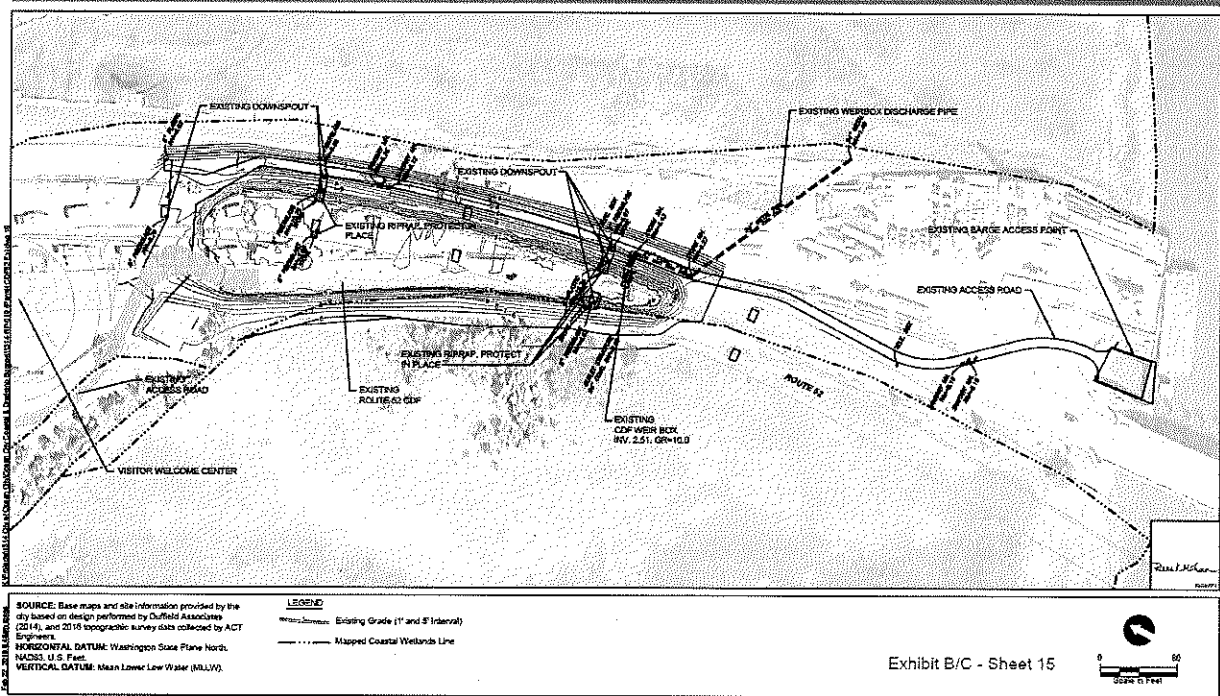


Exhibit D

Exhibit D							
Allocation of Low-Bid Costs - Carnival Bayou, Venetian Bayou, and Ocean City Lagoon							
Description	QTY	UNIT	UNIT COST	TOTAL COST	NJDOT - 61.69%	CITY - 38.31%	Totals
MOBILIZATION/DEMobilIZATION	1	LUMP SUM	\$353,510.74	\$353,510.74	\$218,080.78	\$135,429.96	\$353,510.74
SOIL EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$10,587.37	\$10,587.37	\$6,531.35	\$4,056.02	\$10,587.37
HYDRAULIC SEDIMENT DREDGING: CARNIVAL BAYOU	8360	C.Y.	\$39.82	\$332,895.20	\$332,895.20	\$0.00	\$332,895.20
HYDRAULIC SEDIMENT DREDGING: VENETIAN BAYOU	16,490	C.Y.	\$39.59	\$652,839.10	\$652,839.10	\$0.00	\$652,839.10
HYDRAULIC SEDIMENT DREDGING: CLUBHOUSE LAGOON & BLUEFISH LAGOON	9,640	C.Y.	\$44.31	\$427,148.40	\$0.00	\$427,148.40	\$427,148.40
SITE 83 CDF & WEIR BOX MANAGEMENT	1	LUMP SUM	\$3,477.50	\$3,477.50	\$2,145.27	\$1,332.23	\$3,477.50
DISCHARGE TESTING	24	LUMP SUM	\$1,300.59	\$31,214.16	\$19,256.02	\$11,958.14	\$31,214.16
HYDRAULIC SEDIMENT DREDGING: WATERVIEW	21,450	C.Y.	\$7.56	\$162,162.00	\$0.00	\$162,162.00	\$162,162.00
HYDRAULIC SEDIMENT DREDGING: OCEAN CITY LAGOON	25,210	C.Y.	\$6.29	\$158,570.90	\$158,570.90	\$0.00	\$158,570.90
CDF CAPACITY (TRUCKING)	81,150	C.Y.	\$53.12	\$4,310,688.00	\$2,659,263.43	\$1,651,424.57	\$4,310,688.00
CONSTRUCTION COSTS					\$4,049,582.04	\$2,393,511.33	\$6,443,093.37
ENGINEERING AND INSPECTION	10%				\$404,958.20		\$404,958.20
TOTAL PROJECT COSTS					\$4,454,540.24	\$2,393,511.33	\$6,848,051.57

*The Low Bid Total \$6,443,093.37, plus the engineering and inspection costs from the NJDOT portion, \$404,958.20, equals \$6,848,051.57.

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

DREDGE MATERIAL MANAGEMENT AGREEMENT – OCEAN CITY
#184 Carnival Bayou, #185 Venetian Bayou, and #186 Ocean City Lagoon

THIS AGREEMENT, is made this _____ day of _____, 2018, 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”) located under the Route 52 bridge and shown on the official municipal Tax Map of Ocean City (**Exhibit A**) as Block 850.01, Lot 6 (“**Route 52 CDF**”) and another CDF located in Block 3350.01, Lot 17 (“**CDF Site 83**”), both in the City of Ocean City, and outlined in red on **Exhibit A** (collectively the “**Property**”); and

WHEREAS, the Route 52 CDF and CDF Site 83 are also depicted on a map entitled “Back Bay Dredging – Dredge Prism City of Ocean City, NJ” attached hereto and incorporated herein as **Exhibit B/C** (on Sheets 15 and 14, respectively); and,

WHEREAS, the navigation channels in the back bay adjacent to Ocean City (“**Ocean City Channels**”), are in need of dredging, as depicted in **Exhibit B/C** (Sheets 1 to 15); and,

WHEREAS, Ocean City is undertaking a multiyear dredging project in Cape May County on the Bay; and,

WHEREAS, Ocean City is planning to authorize a portion of its long term dredging project for the 2018-19 fiscal year; (“**2018 Project**”); and

WHEREAS, the State is responsible for maintenance of the channels located within Ocean City known as #181 USCG Lagoon, #182 USCG Lagoon Spur, #183 Krause’s Cut, #184 Carnival Bayou (“**Carnival Bayou**”), #185 Venetian Bayou (“**Venetian Bayou**”), and #186 Ocean City Lagoon (“**Ocean City Lagoon**”), which are also depicted on **Exhibit B/C** (specifically on Sheets 2, 5, 6, 7, 10 and 12; collectively “**State Channels**”), and the State Channels also require dredging; and

WHEREAS, Ocean City has agreed to dredge Carnival Bayou, Venetian Bayou, and Ocean City Lagoon as a part of its 2018 Project, and to deposit the dredged material into the Property or another suitable permitted location approved by NJDOT; and

WHEREAS, the residents and businesses of Ocean City will directly and indirectly benefit from the dredging of Carnival Bayou, Venetian Bayou, and Ocean City Lagoon; and,

WHEREAS, the NJDOT has agreed to assist Ocean City in bearing the costs of dredging Carnival Bayou, Venetian Bayou, and Ocean City Lagoon, subject to available funding;

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

1. PROJECT

- A. Ocean City shall dredge the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon as part of its 2018 Project, as specified in this agreement. Additional State Channels will be considered by amendment to this Agreement in future years.
- B. Ocean City shall place material dredged from the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon in the CDF Site 83.
- C. The volume of material to be removed in the 2018 Project from **Carnival Bayou, Venetian Bayou, and Ocean City Lagoon** is estimated at **50,060 Cubic Yards** and from the Ocean City Channels at **31,090 Cubic Yards** for a total of **81,150 Cubic Yards**.
- D. Ocean City shall arrange for financing sufficient to complete the 2018 Project, regardless of the NJDOT's payments due under this Agreement.
- E. The NJDOT will provide inspections and oversight of dredging in the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon for FEMA compliance only, or as the NJDOT deems necessary.
- F. Eligible costs for the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon portion of the 2018 Project include: **Design, Construction, Permitting Services, Material Testing & Sampling, Material Management, Construction Inspection, and CDF Capacity**.
- G. Ocean City engineers have determined the estimated costs for dredging Carnival Bayou, Venetian Bayou, and Ocean City Lagoon based on the bid opening:
 - i. Dredged Material Placement and Capacity (Including: Design, Construction, Permitting, Material Testing, Inspection): \$2,925,189.77.
 - ii. Dredging (Including: Design, Construction, Permitting, Material Testing and Sampling, Inspection): \$1,529,350.47.
- H. The estimated distribution of costs for the 2018 Project between the State and Ocean City, based on the low-bid estimate, are attached hereto as **Exhibit D** and entitled "Allocation of Low-Bid Costs – Carnival Bayou, Venetian Bayou, and Ocean City Lagoon."

2. **FUNDING AND PAYMENT**

- A. The NJDOT will pay for all eligible costs attributable to dredging the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon ("**State Costs**"). These costs are estimated to be **\$4,454,540.24** of the \$6,848,051.57 total estimated cost of 2018 Project. This amount is based on the low bid estimate reflected in **Exhibit D**. 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 2018 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 NJDOT.
 - iii. The final voucher must be submitted to the NJDOT within six (6) months of acceptance by NJDOT of the dredging of the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon. 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 Carnival Bayou, Venetian Bayou, and Ocean City Lagoon, 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 to Ocean City on the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon portion of the

2018 Project are subject to NJDOT review and approval.

- G. Ocean City shall provide cost certification in a form specified by the State and maintain financial records relating to all costs for the 2018 Project, as applicable, and comply with State of New Jersey audit requirements specified therein.
- H. Ocean City shall maintain complete documentation of the 2018 Project for a period of three (3) years after receiving final payment from the State.
- I. Ocean City shall maintain and supply all records and materials which the NJDOT may require in order to successfully obtain federal reimbursement for the 2018 Project and/or the Carnival Bayou, Venetian Bayou, and Ocean City Lagoon portion, regardless of whether those records and materials are specified in this agreement.

3. DESIGN AND CONSTRUCTION

- A. In its agreements for professional and non-professional services relating to the 2018 Project, 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 2018 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 Carnival Bayou, Venetian Bayou, and Ocean City Lagoon only. Centerline and channel limits, both aerial and min/max dredging depth for Carnival Bayou, Venetian Bayou, and Ocean City Lagoon cannot be altered and/or exceeded without the written approval of the NJDOT.
- E. Ocean City shall provide all maps, reports, detailed plans, permits, 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 Carnival Bayou, Venetian Bayou, and Ocean City Lagoon 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 dredging 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 2018 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 reasonable 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.
- B. Ocean City shall represent to NJDOT through relevant documents and permits that its operation of the CDFs are 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 2018 Project within six (6) months of approval of this Agreement by NJDOT. 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 2018 Project as 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 NJDOT of the plans, specifications and

engineer's estimate before advertisement. The NJDOT will expedite its review and response.

- D. Prior to advertisement, Ocean City shall submit the following to the NJDOT:
 - 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. 40A: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 opening construction bids, unless the NJDOT grants an extension of this time, Ocean City shall submit the following to NJDOT:
 - 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 2018 Project, 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 the 2018 Project 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."

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. NOTICES

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 08625-600

T.: (609) 530-4770

If to Ocean City:

George A. Savastano
City of Ocean City
861 Asbury Avenue
Ocean City, NJ 08226

T.: (609) 525-9357

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IN WITNESS WHEREOF, the said parties hereto have caused this AGREEMENT to be duly executed and delivered as of the _____ day of the month of _____ in the year of _____, which is the date that this Agreement has been executed and approved by both parties.

ATTEST/WITNESS/AFFIX SEAL:

Melissa Rasner, City Clerk

By: _____
Jay A. Gillian, Mayor
Dated:

ATTEST/WITNESS/AFFIX SEAL:

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ANIKA JAMES
SECRETARY

By: _____
MICHAEL RUSSO
ASSISTANT COMMISSIONER

Dated:

Dated:

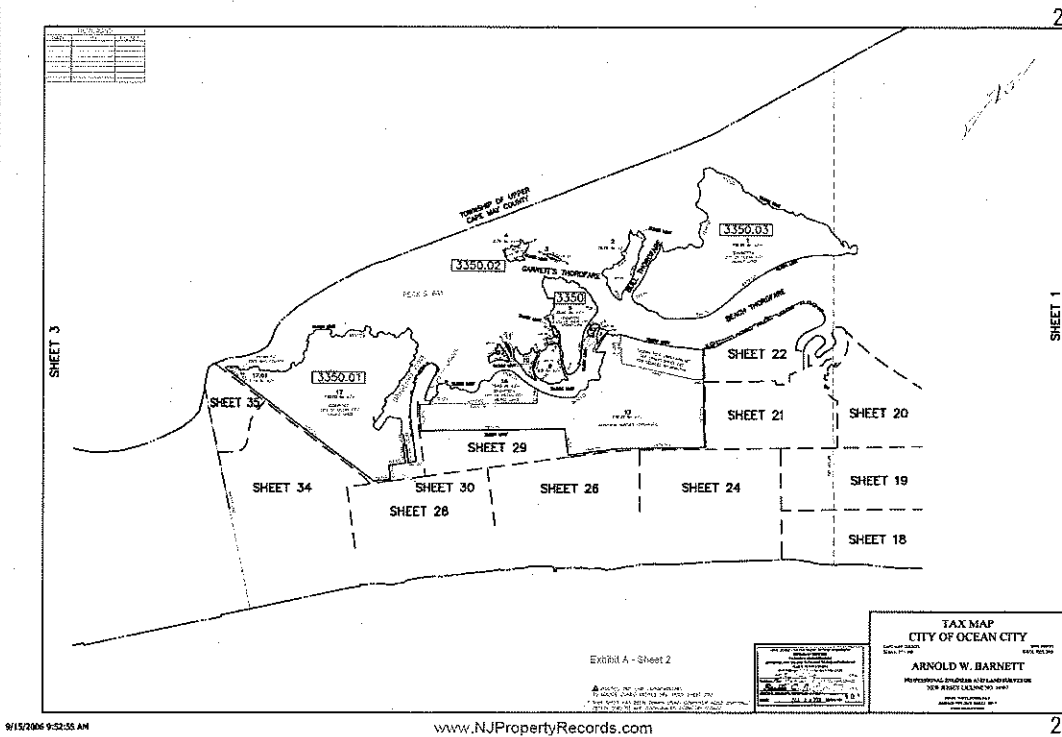
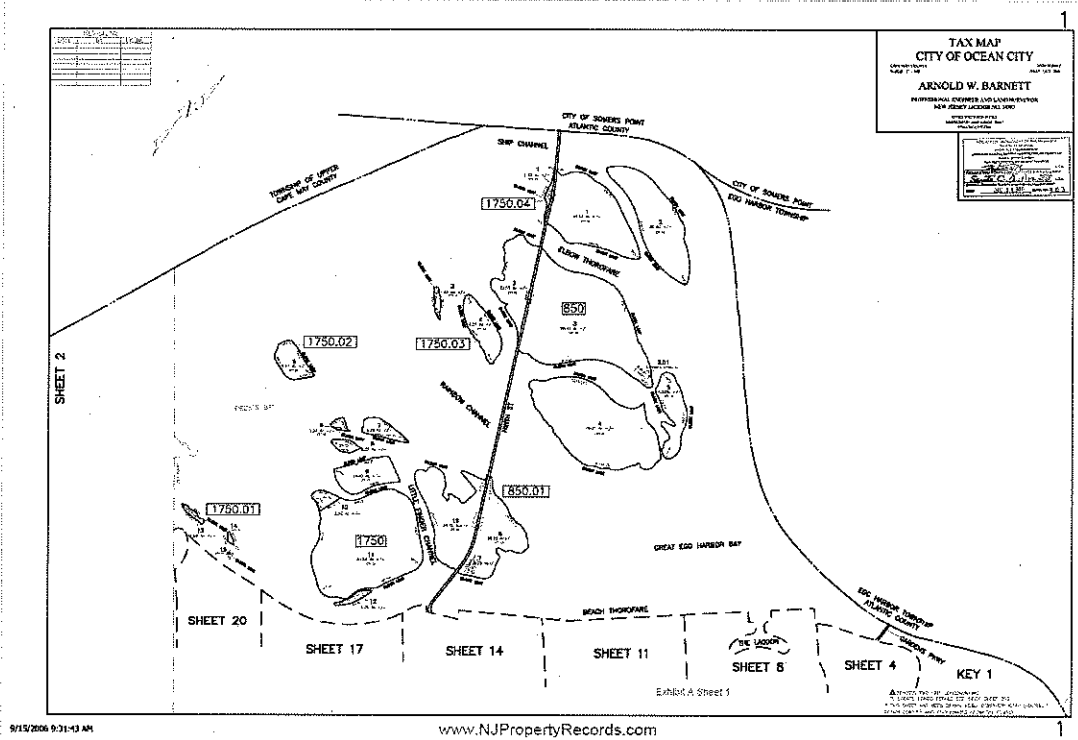
Approved as to form:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

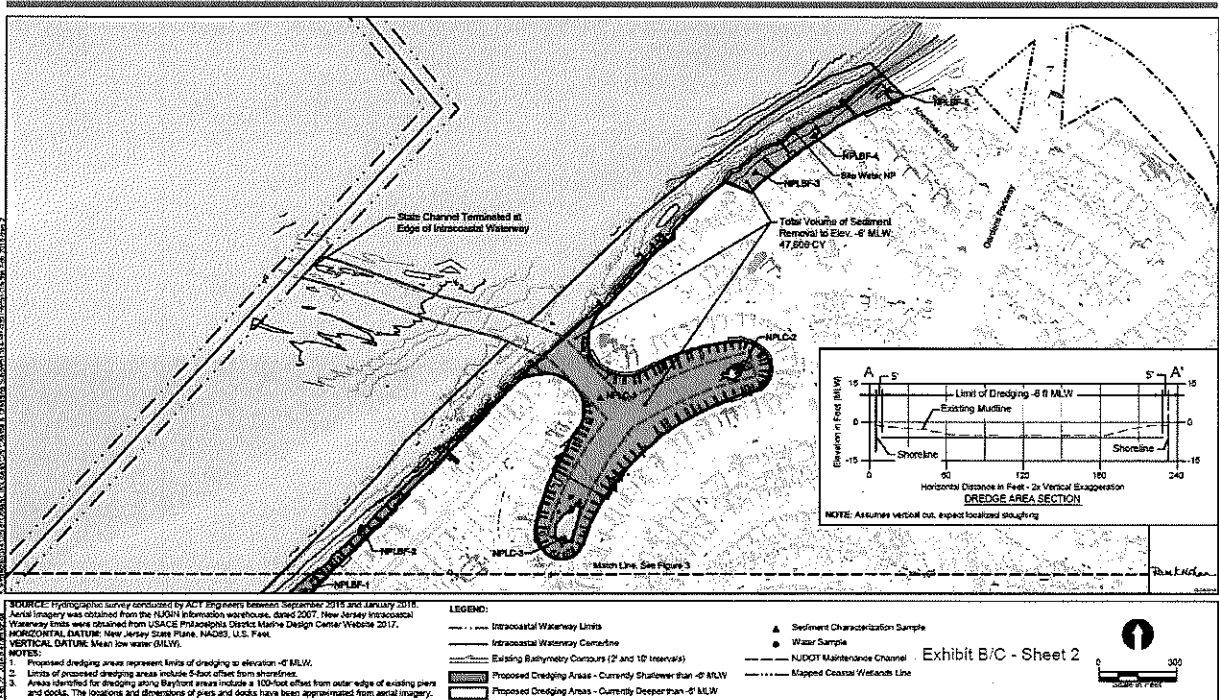
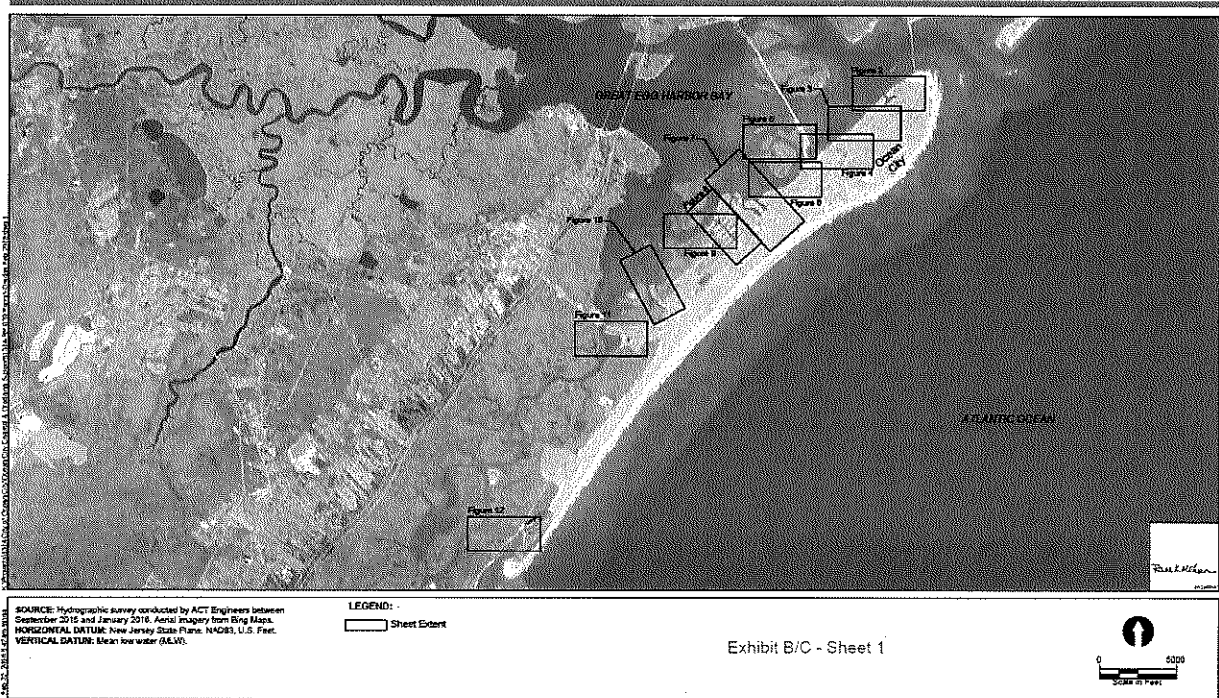
By: _____
David M. Kahler
Deputy Attorney General

Date

Exhibit A



Exhibits B/C



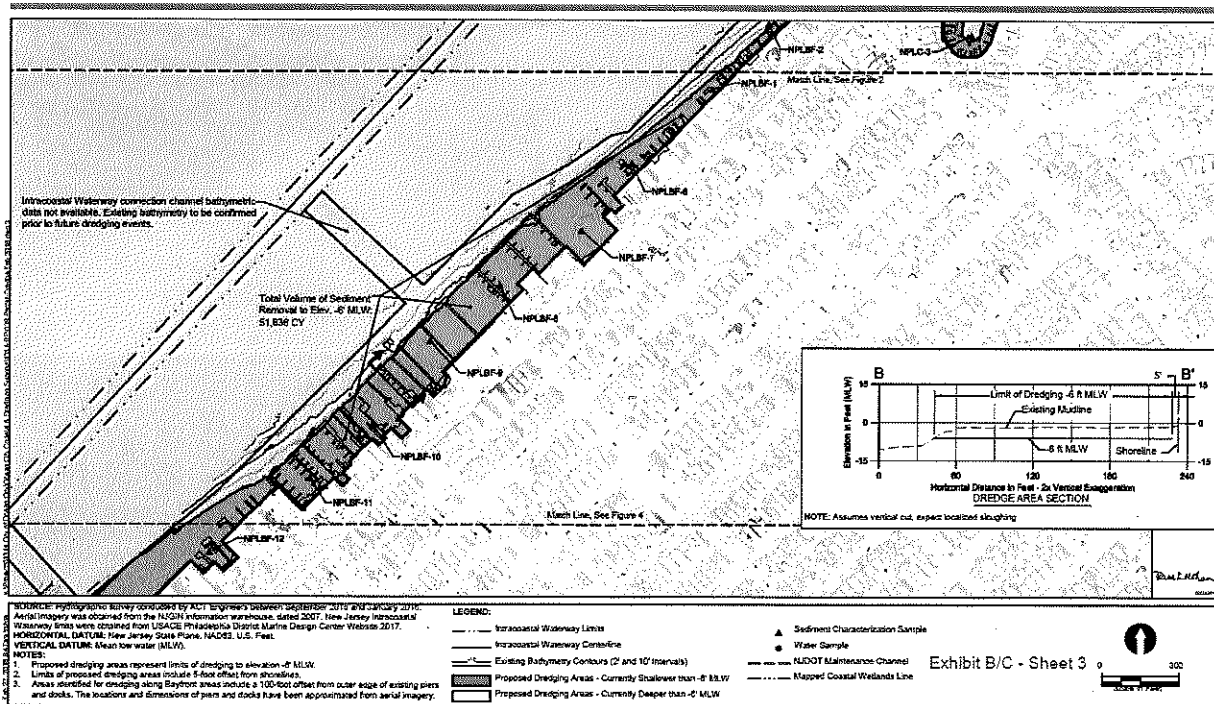


Figure 3
Various Bayfront Between Snug Harbor and North Point Lagoon
Back Bay Dredging - Dredge Prism
City of Ocean City, NJ

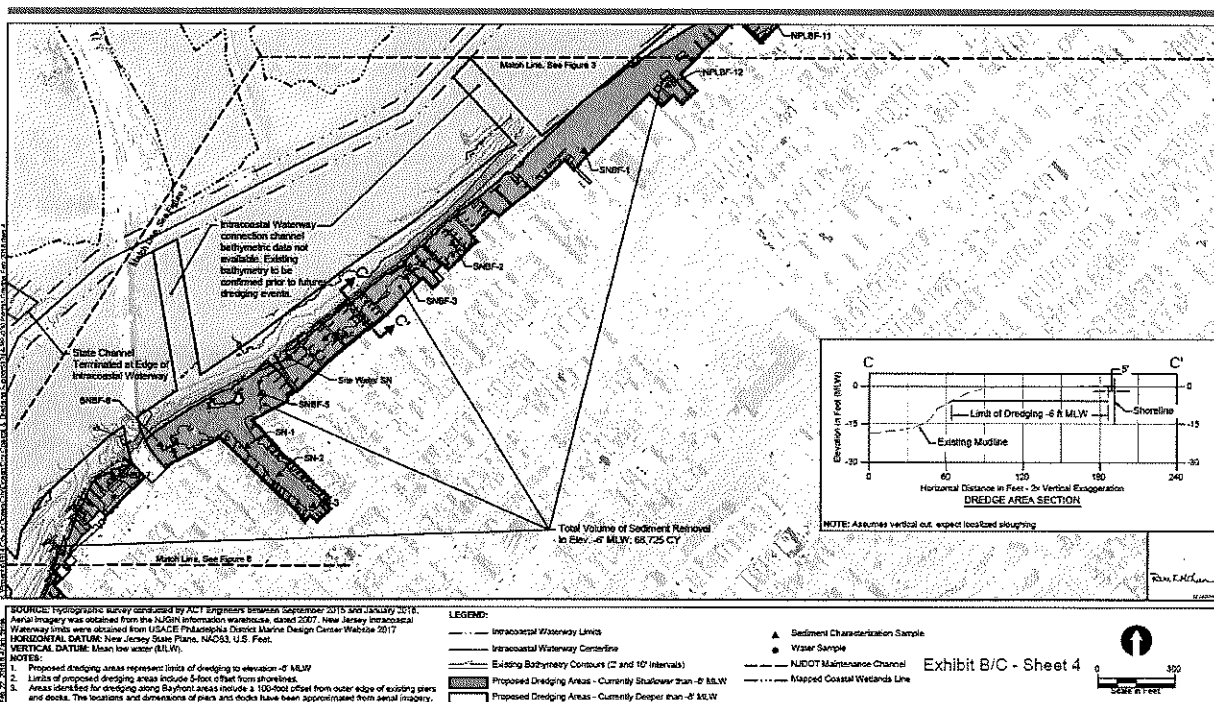
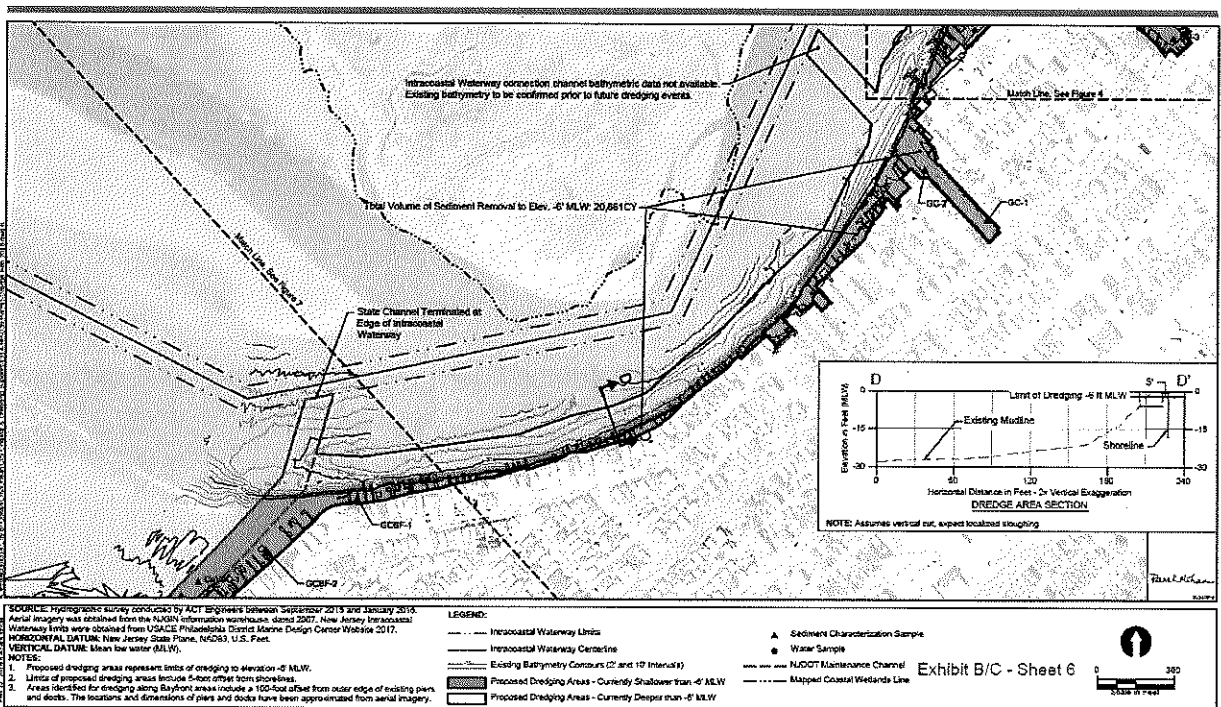
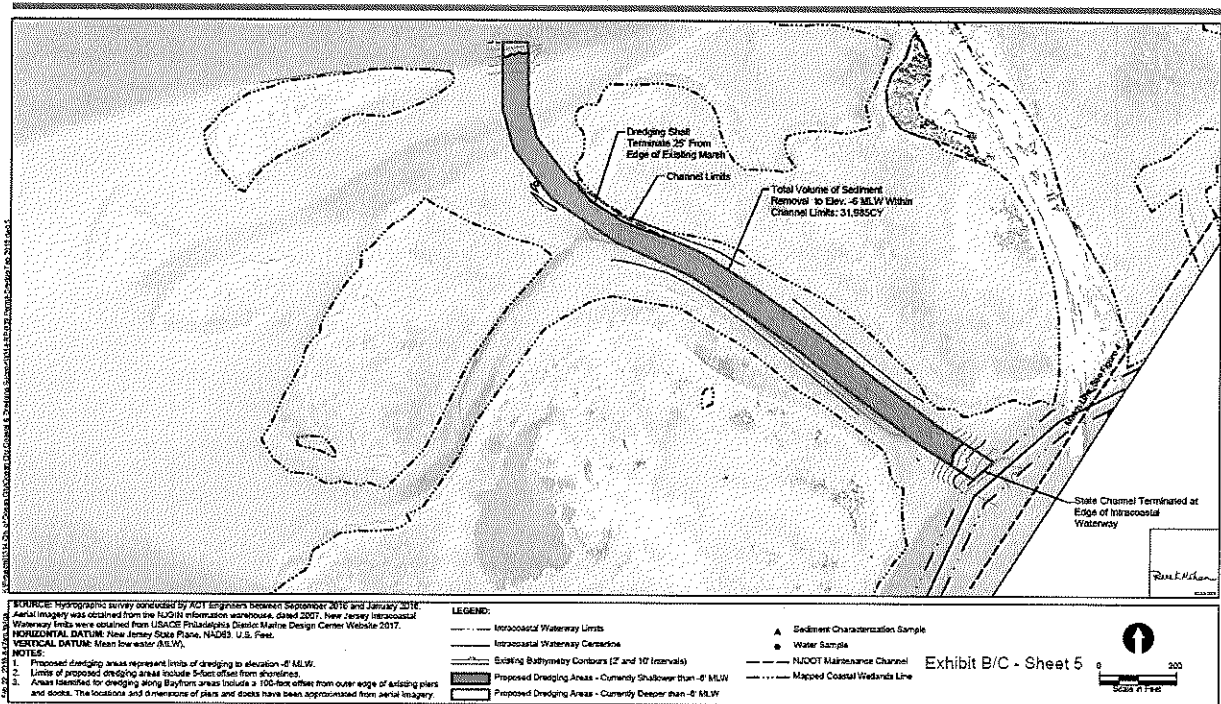
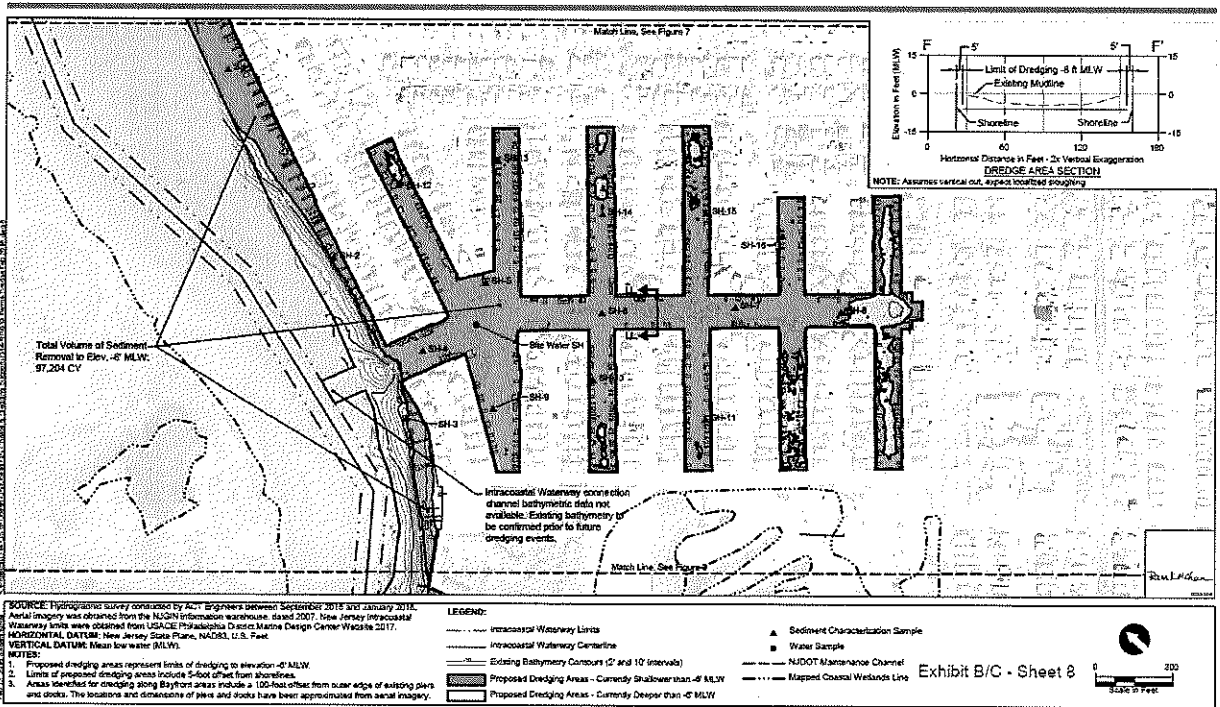
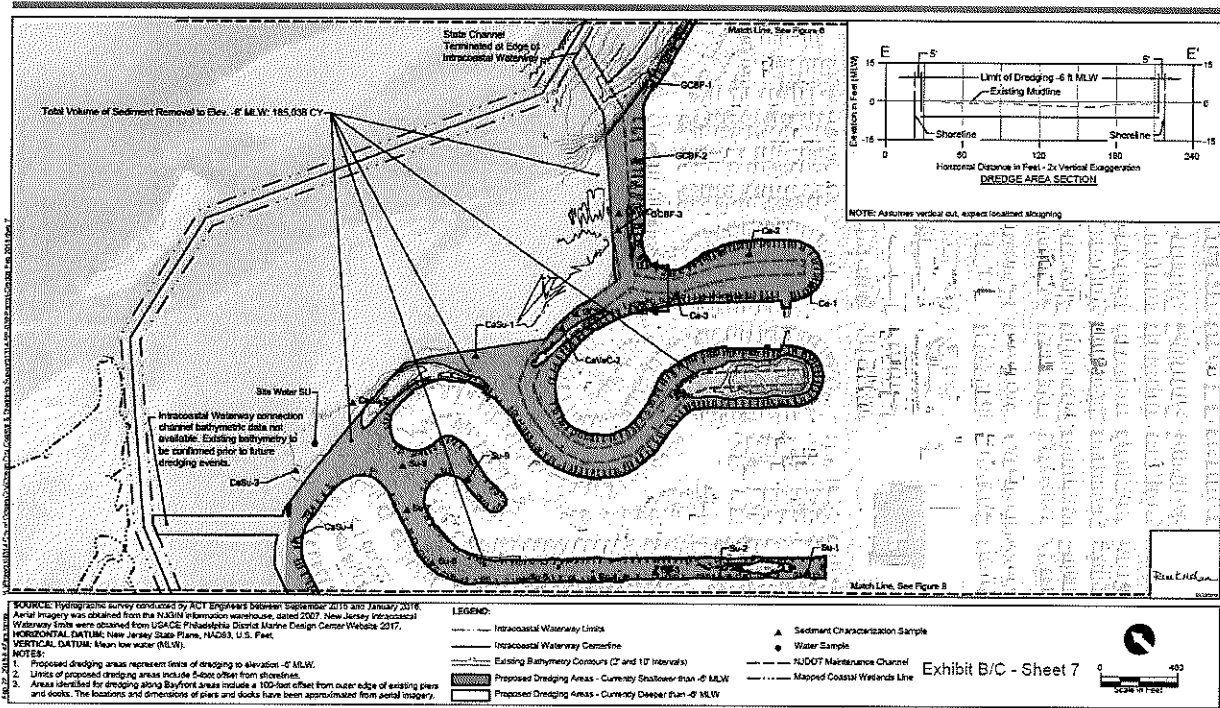
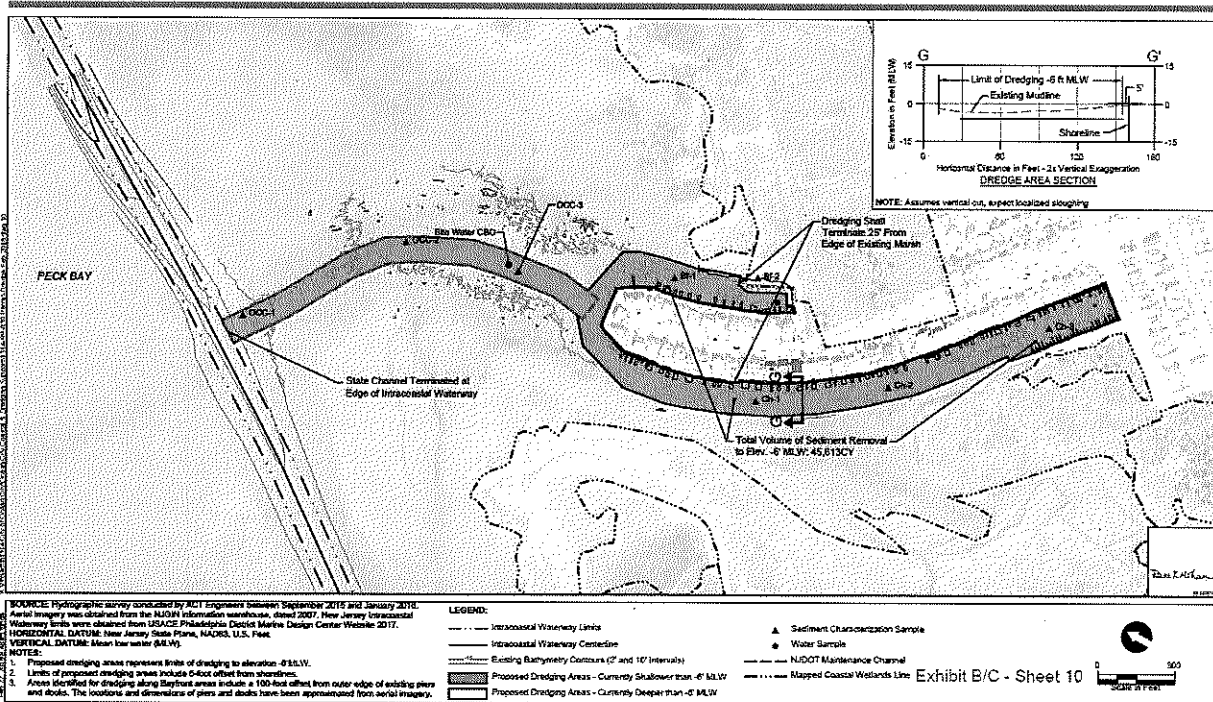
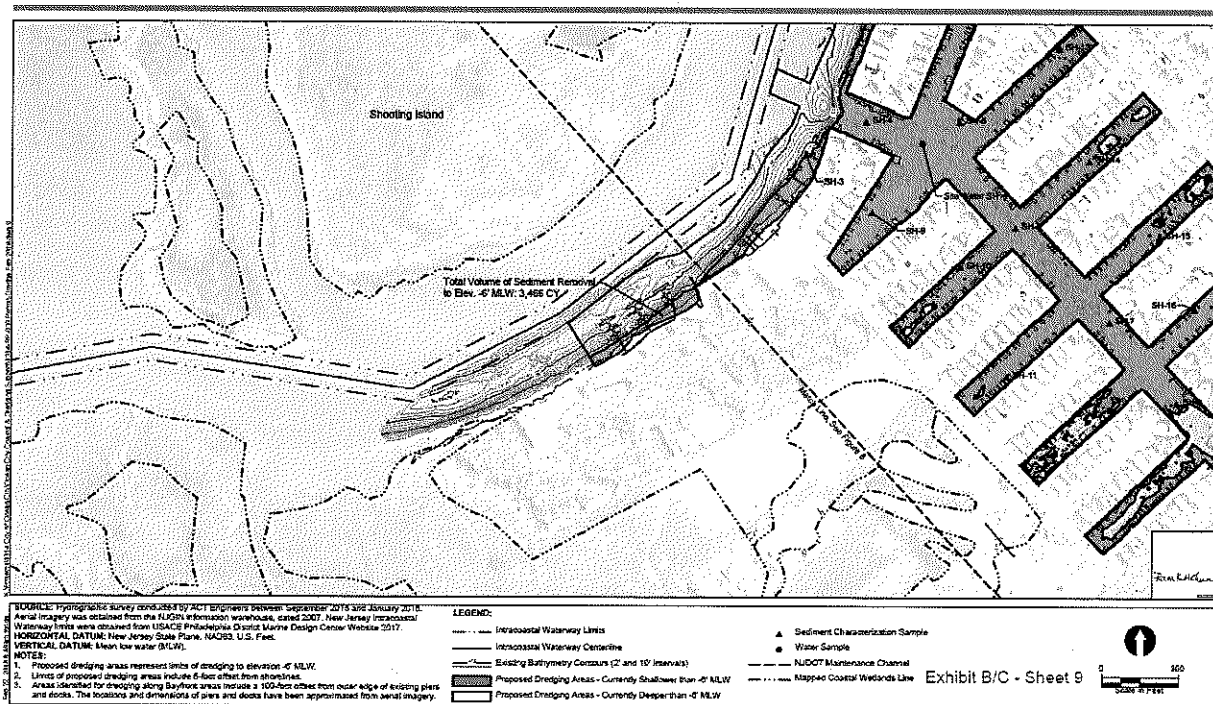
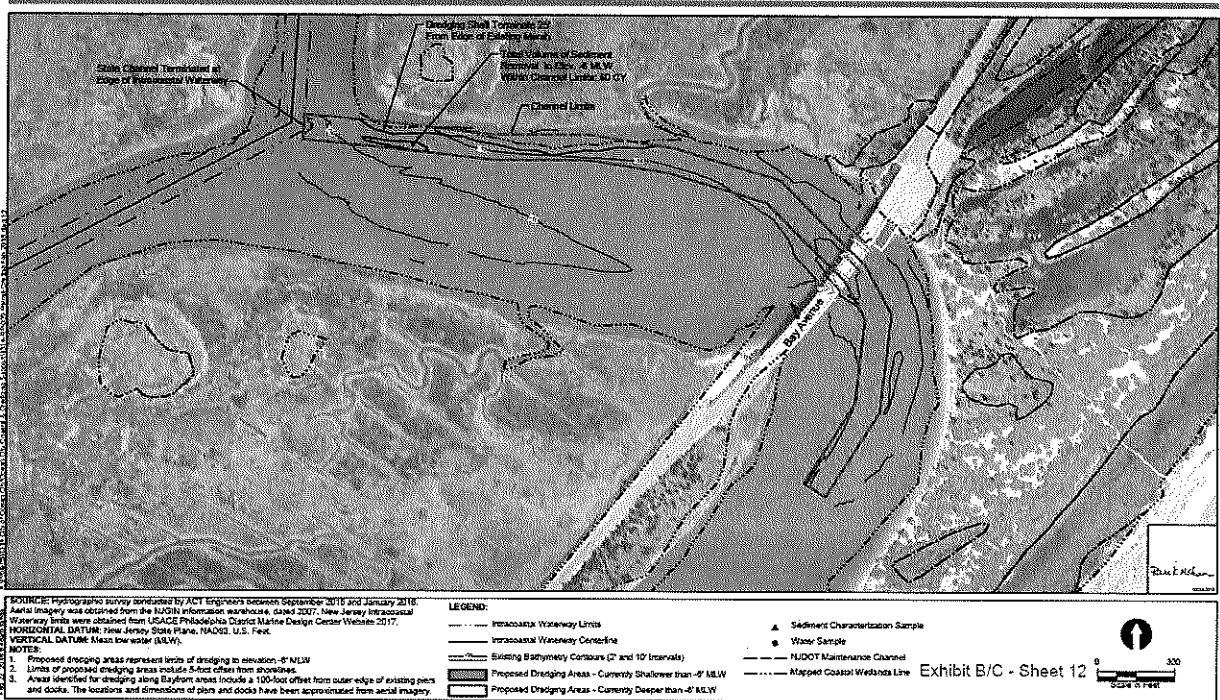
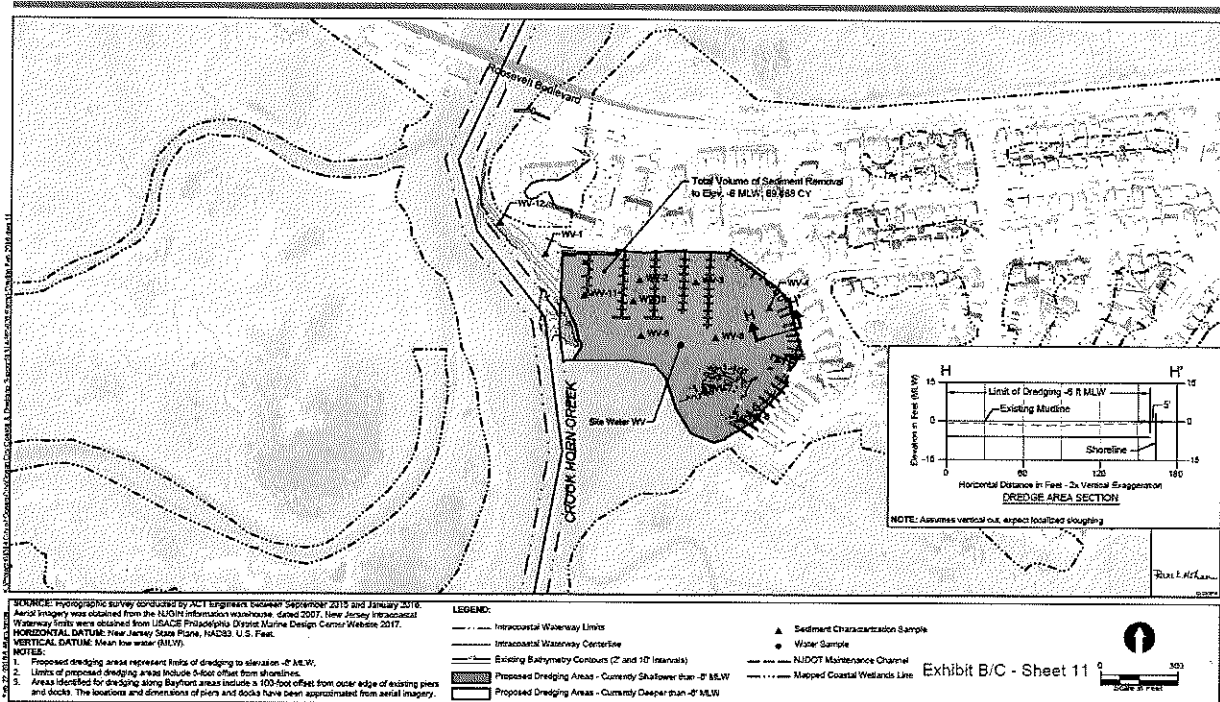


Figure 4
Snug Harbor and Various Bayfront - 10th Street to 4th Street
Back Bay Dredging - Dredge Prism
City of Ocean City, NJ









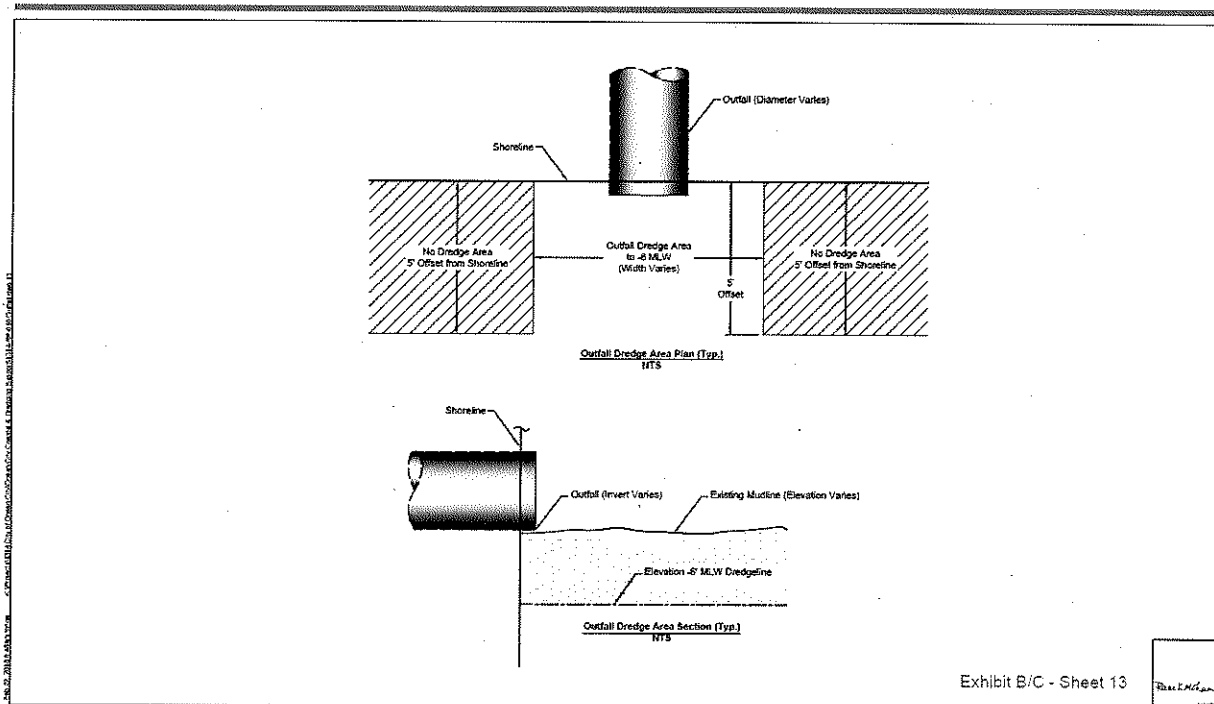


Exhibit B/C - Sheet 13



Figure 13
Outfall Details
Back Bay Dredging - Dredge Prism
City of Ocean City, NJ

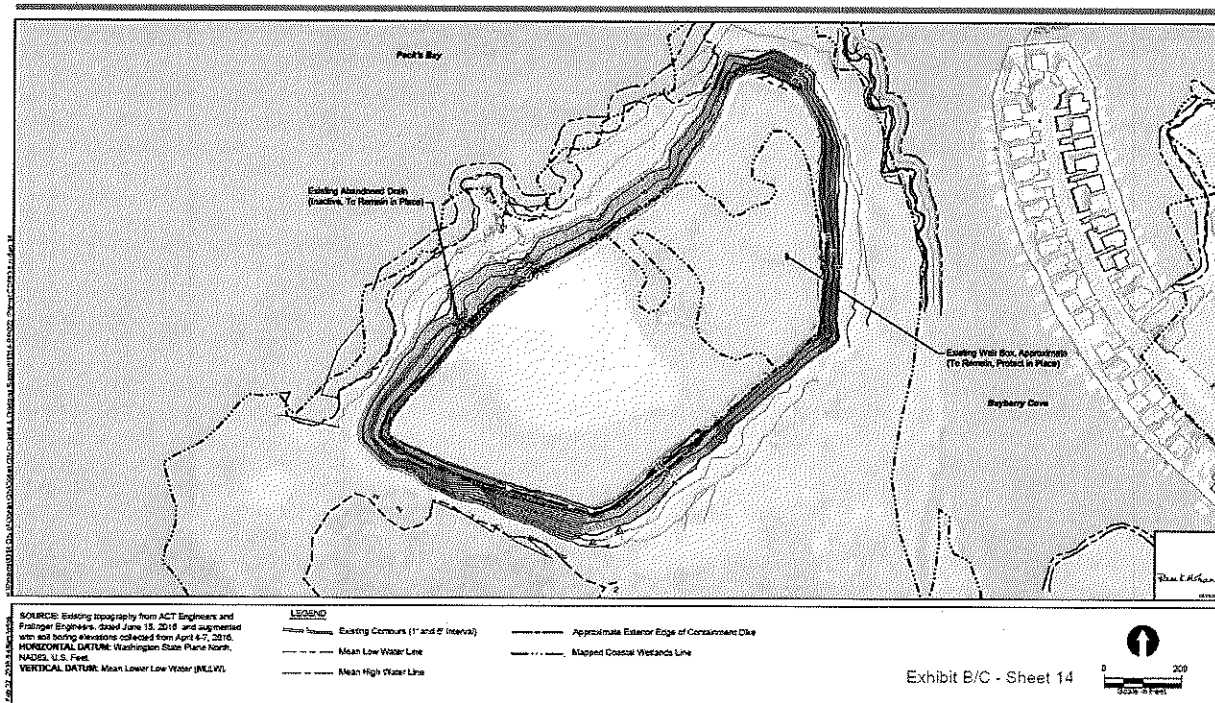


Exhibit B/C - Sheet 14



Figure 14
Site 83 Confined Disposal Facility Site Overview
Back Bay Dredging
City of Ocean City, NJ

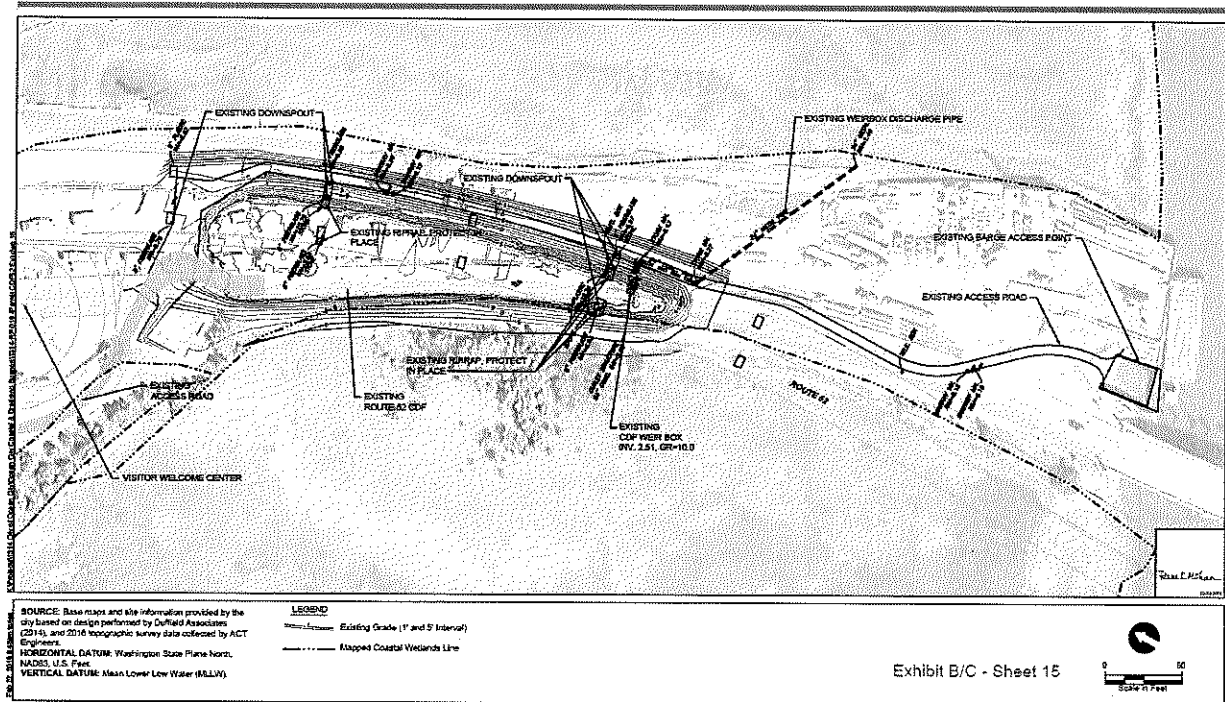


Exhibit D

Exhibit D							
Allocation of Low-Bid Costs - Carnival Bayou, Venetian Bayou, and Ocean City Lagoon							
Description	QTY	UNIT	UNIT COST	TOTAL COST	NJDOT - 61.69%	CITY - 38.31%	Totals
MOBILIZATION/DEMobilIZATION	1	LUMP SUM	\$353,510.74	\$353,510.74	\$218,080.78	\$135,429.96	\$353,510.74
SOIL EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$10,587.37	\$10,587.37	\$6,531.35	\$4,056.02	\$10,587.37
HYDRAULIC SEDIMENT DREDGING: CARNIVAL BAYOU	8360	C.Y.	\$39.82	\$332,895.20	\$332,895.20	\$0.00	\$332,895.20
HYDRAULIC SEDIMENT DREDGING: VENETIAN BAYOU	16,490	C.Y.	\$39.59	\$652,839.10	\$652,839.10	\$0.00	\$652,839.10
HYDRAULIC SEDIMENT DREDGING: CLUBHOUSE LAGOON & BLUEFISH LAGOON	9,640	C.Y.	\$44.31	\$427,148.40	\$0.00	\$427,148.40	\$427,148.40
SITE 83 CDF & WEIR BOX MANAGEMENT	1	LUMP SUM	\$3,477.50	\$3,477.50	\$2,145.27	\$1,332.23	\$3,477.50
DISCHARGE TESTING	24	LUMP SUM	\$1,300.59	\$31,214.16	\$19,256.02	\$11,958.14	\$31,214.16
HYDRAULIC SEDIMENT DREDGING: WATERVIEW	21,450	C.Y.	\$7.56	\$162,162.00	\$0.00	\$162,162.00	\$162,162.00
HYDRAULIC SEDIMENT DREDGING: OCEAN CITY LAGOON	25,210	C.Y.	\$6.29	\$158,570.90	\$158,570.90	\$0.00	\$158,570.90
CDF CAPACITY (TRUCKING)	81,150	C.Y.	\$53.12	\$4,310,688.00	\$2,659,263.43	\$1,651,424.57	\$4,310,688.00
CONSTRUCTION COSTS					\$4,049,582.04	\$2,393,511.33	\$6,443,093.37
ENGINEERING AND INSPECTION	10%				\$404,958.20		\$404,958.20
TOTAL PROJECT COSTS					\$4,454,540.24	\$2,393,511.33	\$6,848,051.57

*The Low Bid Total \$6,443,093.37, plus the engineering and inspection costs from the NJDOT portion, \$404,958.20, equals \$6,848,051.57.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

14

**AMENDING THE 2018 LOCAL MUNICIPAL BUDGET
OF THE CITY OF OCEAN CITY/ CAPITAL BUDGET**

WHEREAS, the City of Ocean City budget for the year 2018 was adopted on the 26th day of April, 2018; and

WHEREAS, it is the desire to amend said adopted budget; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, County of Cape May that the attached amendments to the adopted budget of 2018 be made:

IT IS HEREBY CERTIFIED that this is a true copy of a resolution amending the budget, adopted by the City Council of the City of Ocean City on the 23rd day of August, 2018.

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 2018.

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

City Clerk

Capital Budget (Current Year Action)
2018

1 Project	2 Project Number	3 Estimated Total Cost	4 Amounts Reserve Prior Year	Local Unit City of Ocean City					
				5a 2015 Budget Appropriation	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid & Other Fund	5e Debt Authorized	6 To Be Funded In Future Years
Boardwalk	1	705,000.00			7,500.00			142,500.00	555,000.00
Recreation	2	14,140,000.00			119,250.00			2,265,750.00	11,755,000.00
Beach/Day Restoration	3	19,660,000.00			305,500.00			5,804,500.00	13,550,000.00
Roads & Drainage	4	37,200,000.00			387,500.00			7,382,500.00	29,450,000.00
Public Buildings	5	20,444,500.00			527,375.00			10,020,125.00	9,997,000.00
Land Acquisition	5a	9,000,000.00			450,000.00			8,550,000.00	
Transportation	6	1,404,700.00			16,785.00			318,915.00	1,069,000.00
Equipment & Vehicles	7	8,353,500.00			85,150.00			1,807,850.00	6,430,500.00
Communications	8	1,230,000.00			29,000.00			551,000.00	650,000.00
Total All Projects		112,117,700.00			1,938,050.00			36,823,140.00	73,366,500.00

6 Year Capital Program 2018-2023
Anticipated Project Schedule and Funding Requirements

1 Project	2 Project Number	3 Estimated Total Cost	4 Estimated Completion Time	Local Unit City of Ocean City						
				5 Budget Year	Funding Amounts Per Budget Year					
Boardwalk	1	705,000.00	Ongoing	2018	2019	2020	2021	2022	2023	
Recreation	2	14,140,000.00	Ongoing	2,385,000.00	256,000.00	75,000.00	75,000.00	75,000.00	75,000.00	
Beach/Day Restoration	3	19,660,000.00	Ongoing	8,110,000.00	3,175,000.00	2,275,000.00	2,100,000.00	2,105,000.00	2,100,000.00	
Roads & Drainage	4	37,200,000.00	Ongoing	7,750,000.00	3,110,000.00	2,110,000.00	4,110,000.00	2,110,000.00	2,110,000.00	
Public Buildings	5	20,444,500.00	Ongoing	10,547,500.00	7,550,000.00	6,150,000.00	5,250,000.00	5,250,000.00	5,250,000.00	
Land Acquisition	5a	9,000,000.00	Ongoing	9,000,000.00	2,602,000.00	3,427,500.00	1,640,000.00	1,027,500.00	1,200,000.00	
Transportation	6	1,404,700.00	Ongoing	335,700.00	310,000.00	312,000.00	147,000.00	150,000.00	150,000.00	
Equipment & Vehicles	7	8,353,500.00	Ongoing	1,803,000.00	1,105,500.00	2,152,500.00	1,274,000.00	898,500.00	1,000,500.00	
Communications	8	1,230,000.00	Ongoing	580,000.00	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	
Total All Projects		\$ 112,117,700.00		\$ 38,761,200.00	\$ 18,237,500.00	\$ 16,632,000.00	\$ 14,726,000.00	\$ 11,746,000.00	\$ 12,015,000.00	

6 Year Capital Program 2018-2023
Summary of Anticipated Funding Sources and Amounts

1 Project	2 Estimated Total Cost	3 Budget Appropriation Current Year	4 Budget Appropriation Future Years	Local Unit City of Ocean City					
				5 Capital Improvement Fund	6 Capital Surplus	Grants in Aid & Other Fund	General	Self Liquidating	Bonds & Notes Assessment
Boardwalk	705,000.00			35,250.00					669,750.00
Recreation	14,140,000.00			707,000.00					13,433,000.00
Beach/Day Restoration	19,660,000.00			983,000.00					18,677,000.00
Roads & Drainage	37,200,000.00			1,860,000.00					35,340,000.00
Public Buildings	20,444,500.00			1,022,225.00					19,422,275.00
Land Acquisition	9,000,000.00			450,000.00					8,550,000.00
Transportation	1,404,700.00			70,235.00					1,334,465.00
Equipment & Vehicles	8,353,500.00			416,575.00					7,936,925.00
Communications	1,230,000.00			61,500.00					1,168,500.00
Total All Projects	112,117,700.00			5,605,985.00					108,511,715.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

15

**AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 1030-36 OCEAN AVENUE
BLOCK 1002, LOT(S) 18 & 19, PROJECT #13-002PMSSF**

WHEREAS, John Messina has posted a performance guarantee for construction of an approved Site Plan at 1030-36 Ocean Avenue, Block 1002, Lot(s) 18 & 19 in Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, the City's zoning ordinance, also known as application number 13-002PMSSF.

WHEREAS, this application was submitted for a Commercial Site Plan as approved by the Planning Board on October 14, 2015; and

WHEREAS, the Planning Board Engineer's Office has issued a final Site Plan inspection approval report dated August 13, 2018 indicating that the above mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Planning Board of the City of Ocean City has recommended the release of the cash performance guarantee, in the amount of \$29,383.80; and

WHEREAS, the Planning Board recommends that a cash portion of the performance guarantee in the amount of \$2,938.38 be held or a bond or other type of surety approved by the City Solicitor, in the amount of 15% of the performance guarantee be posted for a period of two (2) years from the date of the release of the performance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the cash performance guarantee in the amount of \$29,383.80



Frank Donato III
Chief Financial Officer

Peter V. Madden,
Council President

Files:John Messina Performance Release 13-002PMSSF.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 2018.

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

.....
City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

16

**AUTHORIZING THE RELEASE OF A MAINTENANCE GUARANTEE FOR A CONSTRUCTION
PROJECT AT 2145 WEST AVENUE
BLOCK 2103, LOT 3.01, PROJECT #14-036PMN**

WHEREAS, Gabriel Building Group Inc., had posted a performance guarantee in the amount of \$3,450.00 for a construction project at 2145 West Avenue, Block 2103, Lot 3.01 in Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, the City's zoning ordinance, also known as application number 14-036PMN.

WHEREAS, this application was submitted for site plan approval as approved by the Zoning Board of Adjustments on December 10, 2014; and

WHEREAS, Resolution #16-52-223 adopted on July 28, 2016 authorized the release of the performance guarantee and the establishment of a maintenance guarantee in the amount of \$345.00; and

WHEREAS, the Zoning Board Office has issued a final site plan inspection approval report dated August 6, 2018, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City that the Chief Financial Officer is hereby authorized to release the maintenance guarantee to Gabriel Building Group Inc., in the amount of \$345.00, plus two-thirds of the interest earned on the account.



Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files: Gabriel Building Group Maintenance Release 14-036PMN 3.01.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 2018.

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

.....
City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

17

AUTHORIZING THE RELEASE OF A MAINTENANCE GUARANTEE FOR A CONSTRUCTION
PROJECT AT 2145 WEST AVENUE
BLOCK 2103, LOT 3.02, PROJECT #14-036PMN

WHEREAS, Gabriel Building Group Inc., had posted a performance guarantee in the amount of \$3,450.00 for a construction project at 2145 West Avenue, Block 2103, Lot 3.02 in Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, the City's zoning ordinance, also known as application number 14-036PMN.

WHEREAS, this application was submitted for site plan approval as approved by the Zoning Board of Adjustments on December 10, 2014; and

WHEREAS, Resolution #16-52-224 adopted on July 28, 2016 authorized the release of the performance guarantee and the establishment of a maintenance guarantee in the amount of \$345.00; and

WHEREAS, the Zoning Board Office has issued a final site plan inspection approval report dated August 6, 2018, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City that the Chief Financial Officer is hereby authorized to release the maintenance guarantee to Gabriel Building Group Inc., in the amount of \$345.00, plus two-thirds of the interest earned on the account.



Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files: Gabriel Building Group Maintenance Release 14-036PMN 3.02.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 2018.

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

.....
City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

18

**AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 34 W 17TH STREET
BLOCK 1710, LOT 2, PROJECT #15-006ZD**


WHEREAS, Rodney & Danelle Riso, have posted a performance guarantee for construction of an approved site plan at 34 W. 17th Street , Block 1710 Lot 2 in Ocean City in accordance with Section 25-1600.1 of Ordinance #88-17, Volume II, the City's zoning ordinance, also known as application number 15-006ZD. This application was submitted for approval by the Zoning Board on April 22, 2015; and

WHEREAS, the Zoning Board Office of the City of Ocean City has issued a final site plan inspection approval report dated July 29, 2018, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Zoning Board Office has recommended the release of the performance guarantee in the amount of \$2,913.60; and

WHEREAS, the Zoning Board Office of the City of Ocean City recommends that a cash portion of the performance guarantee in the amount of \$291.36 be held or a bond or other type of surety approved by the City Solicitor, in the amount of 10% of the full performance guarantee be posted for a period of two (2) years from the date of the release of the performance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the balance of performance bond in the amount of \$2,913.60.



Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files//Rodney & Danelle Riso; Performance Guarantee Bond Release 15-006ZD

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 2018.

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

19

**AUTHORIZING THE RELEASE OF A MAINTENANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 1040 WESLEY AVENUE
BLOCK 1003, LOT 22, PROJECT #15-031ZC**

WHEREAS, Total Holdings LLC, has posted a performance guarantee for construction of an approved site plan at 1040 Wesley Avenue, Block 1003 Lot 22 in Ocean City in accordance with Section 25-1600.1 of Ordinance #88-17, Volume II, the City's zoning ordinance, also known as application number 15-031ZC.

WHEREAS, this application was submitted for approval by the Zoning Board on September 16, 2015; and

WHEREAS, Resolution #16-52-194 adopted on July 14, 2016 authorized the release of the performance guarantee and the establishment of a maintenance guarantee in the amount of \$1,273.20; and

WHEREAS, the Zoning Board Office has issued a final site plan inspection approval report dated July 22, 2018, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City that the Chief Financial Officer is hereby authorized to release the maintenance guarantee to Totol Holdings LLC., in the amount of \$1,273.20, plus two-thirds of the interest earned on the account.



Frank Donato III,
Chief Financial Officer

Peter V. Madden
Council President

Files//Totol Holdings LLC Performance Guarantee Release 15-031ZC

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 2018.

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

.....
City Clerk

RESOLUTION

#20

**AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 839 FIRST STREET
BLOCK 6, LOT 37, PROJECT #16-033ZBA**

WHEREAS, Robert Gibson Jr., has posted a performance guarantee for construction of an approved site plan at 839 First Street , Block 6 Lot 37 in Ocean City in accordance with Section 25-1600.1 of Ordinance #88-17, Volume II, the City's zoning ordinance, also known as application number 16-033ZBA.

WHEREAS, this application was submitted for approval by the Zoning Board on April 26, 2017; and

WHEREAS, the Zoning Board Office of the City of Ocean City has issued a final site plan inspection approval report dated July 23, 2018, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Zoning Board Office has recommended the release of the performance guarantee in the amount of \$4,885.80; and

WHEREAS, the Zoning Board Office of the City of Ocean City recommends that a cash portion of the performance guarantee in the amount of \$488.58 be held or a bond or other type of surety approved by the City Solicitor, in the amount of 10% of the full performance guarantee be posted for a period of two (2) years from the date of the release of the performance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the balance of performance bond in the amount of \$4,885.80.



Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files//Robert Gibson Jr.; Performance Guarantee Bond Release 16-033ZBA

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 2018.

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

.....
City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

21

**A RESOLUTION OF THE CITY OF OCEAN CITY REGARDING ANY
SHORTFALL ASSOCIATED WITH THE PROVISION OF AFFORDABLE
HOUSING AS SET FORTH IN THE CITY'S HOUSING ELEMENT AND FAIR
SHARE PLAN**

WHEREAS, the City of Ocean City, Cape May County, has petitioned the Superior Court of New Jersey for a Judgment of Compliance and Repose of its Housing Element and Fair Share Plan; and

WHEREAS, Ocean City anticipates that a portion of the funding will come from developer fees collected and projected and other sources; and

WHEREAS, it is the Court's position that Ocean City must allocate funds for the provision of affordable housing as set forth in the City's Housing Element and Fair Share Plan; and

WHEREAS, in the event and at such time that the above funding sources prove inadequate to complete the affordable housing programs included in Ocean City's Housing Element and Fair Share Plan, Ocean City shall take all appropriate actions to secure and make available sufficient funding from all sources to address any shortfalls.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Ocean City, Cape May County, that the Governing Body does hereby agree to take appropriate actions, consistent with law, to fund any shortfall in its approved affordable housing programs that may arise whether due to inadequate funding from other sources or for any other related reason; and

BE IT FURTHER RESOLVED that any shortfall shall also be funded by bonding if there are no other resources, provided, however, that the City should first utilize all other funding sources available to it, including but not limited to, development fees and other sources.

IT IS HEREBY CERTIFIED that this is a true copy of a resolution amending the budget, adopted by the City Council of the City of Ocean City on the 23rd day of August, 2018.

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 2018.

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

22

**AUTHORIZING AN AGREEMENT FOR ADDITIONAL SUBSTITUTE MUNICIPAL
PROSECUTORS FOR THE OCEAN CITY MUNICIPAL COURT FOR THE 2018 CALENDAR YEAR**

WHEREAS, Donald R. Charles, Jr., Esq. is the duly appointed Ocean City Municipal Prosecutor; for the City of Ocean City; and

WHEREAS, it sometimes arises that Donald R. Charles, Jr., Esq. is unable to serve as the municipal prosecutor for one of various reasons, including but not limited to, illness, vacation, or in situations in which there exist a conflict of interest; and

WHEREAS, cases arise from time to time in which more than one municipal prosecutor is required under existing law in which event it is required in such cases that a person in addition to Donald R. Charles, Jr., Esq. to serve as a prosecutor in the Ocean City Municipal Court; and

WHEREAS, the City Council of Ocean City, New Jersey authorized an agreement for 2018 municipal prosecutors on January 11, 2018 by Resolution #18-54-033; and

WHEREAS, the original agreed 2018 municipal prosecutors are unable to serve as the substitute municipal prosecutor for one of various reasons, including but not limited to, illness, vacation, or in situations in which there exist a conflict of interest on an upcoming matter; and

WHEREAS, Dorothy F. McCrosson, Esq., in her capacity as Director of the Department of Law, has reviewed the situation and approved the two (2) additional proposed substitute municipal prosecutors in accordance with her obligation to supervise the Municipal Prosecutor as set forth in the Ocean City Administrative Code; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City that the following two (2) additional substitute municipal prosecutors be add to the 2018 municipal prosecutors agreement:

1. The following named persons who serve as municipal prosecutors in the Municipal Courts referred to below are designated to act as a municipal prosecutor in the Ocean City Municipal Court in those situations where Donald R. Charles, Jr., Esq. is unable for any reason to act and in situations in which a second municipal prosecutor is required by law for the calendar year 2018:

Municipal Prosecutor/Assistant Prosecutor

Municipal Court Jurisdiction

e. Frank Guaracini, III
Blaney & Karavan
2123 Dune Drive #11
Avalon, NJ 08202

Township of Lower & Borough of
Stone Harbor

f. Thomas D. Keywood
3800 Bayshore Road
Cape May, NJ 08204

Middle Township

2. 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 enter into a contract agreement with any of the qualified municipal prosecutors as listed in this resolution.

The Director of Financial Management certifies that funds are available and will be charged to the appropriate accounts as Purchase Orders are issued. The estimated annual contract value is \$ 10,000.00.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RES 2018 Additional Substitute Municipal Prosecutors.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 2018

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

.....
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION


23

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 4, 2018 to August 17, 2018.

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 – 08.04.18 TO 08.17.18.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 2018.

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

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CITY OF OCEAN CITY
Bill List By P.O. Number

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P.O. Type: All Include Project Line Items: Yes Open: N Paid: N Void: N
Range: First to Last Rcvd: Y Held: Y Aprv: N
Format: Condensed Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
16-03630	12/05/16	ACTIO	ACTION SUPPLY, INC.	I-5 FOR BEACH PATHS	Open	2,353.47	0.00 B
17-00032	01/20/17	CALAFATI	MICHAEL CALAFATI ARCHITECT, LLC	RESOLUTION 17-53-007	Open	2,893.47	0.00
17-00404	02/16/17	STONE	A.E. STONE, INC.	RESOLUTION 17-53-053	Open	544,537.19	0.00 B
17-00763	03/24/17	SMBISHOP	SHIRLEY M. BISHOP, P.P., LLC	COAH SERVICES	Open	1,443.75	0.00 B
17-01020	05/05/17	SCHIAVON	FRED M. SCHIAVONE CONST., INC.	RES 17-53-130, CC 17-29	Open	3,669.99	0.00 C
Contract No: 00001729							
17-01090	05/10/17	ACTENGIN	ACT ENGINEERS INC	RES 17-53-134 WETLANDS RESTORA	Open	1,631.25	0.00
17-01425	06/09/17	CONCOENG	CONCORD ENGINEERING GROUP, INC	RES 17-53-145 PROFESSIONAL ENG	Open	3,311.00	0.00
17-01761	07/18/17	ACTENGIN	ACT ENGINEERS INC	RES 17-53-202	Open	2,696.13	0.00
17-01980	08/03/17	ALBERTMC	ALBERT MARINE CONSTRUCTION,	RES 17-53-208; CC: 17-43	Open	20,980.02	0.00 B
17-03264	12/19/17	GWP	GWP ENTERPRISES, INC.	RES 17-53-328 CC: 17-13, 2017	Open	36,415.92	0.00 B
18-00001	01/12/18	DEPOS	THE DEPOSITORY TRUST COMPANY	2018 DEBT SERVICE	Open	1,484,000.00	0.00
18-00007	01/12/18	SALES	SALES & USE TAX	2018 SALES & USE TAX PAYMENTS	Open	777.37	0.00
18-00008	01/12/18	SONJ8695	STATE OF NEW JERSEY	2018 MOTOR FUEL TAX PAYMENTS	Open	82.34	0.00
18-00014	01/17/18	AC ELECT	ATLANTIC CITY ELECTRIC	2018 CITYWIDE ELECTRIC	Open	32,686.20	0.00 B
18-00015	01/17/18	SJGAS	SOUTH JERSEY GAS COMPANY		Open	1,443.52	0.00 B
18-00016	01/17/18	VERIZ	VERIZON	2018 PHONE CHARGES	Open	5,559.24	0.00 B
18-00017	01/17/18	VERIZONL	VERIZON ONLINE		Open	234.14	0.00 B
18-00032	01/17/18	SPINN	SPINNING WHEEL FLORIST INC.		Open	333.00	0.00 B
18-00033	01/17/18	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT 19731863378709	Open	111.11	0.00
18-00039	01/17/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC		Open	192.00	0.00
18-00130	01/19/18	SJENERG	SOUTH JERSEY ENERGY	2018 GAS SUPPLIER CHARGES	Open	803.52	0.00 B
18-00135	01/19/18	SUNEYONE	SUNEY SOLAR OCEAN CITY ONE LLC	2018 MONTHLY PPA CHARGES	Open	2,017.78	0.00 B
18-00143	01/19/18	VERIW	VERIZON WIRELESS	ACCOUNT #000133299-00001	Open	2,398.94	0.00 B
18-00156	01/19/18	ATT3	AT & T	609-398-5368	Open	8.30	0.00 B
18-00157	01/19/18	VERIZ	VERIZON	609 399-0505 374 64Y	Open	164.09	0.00 B
18-00160	01/19/18	JUSTR	JUST RIGHT TV PRODUCTIONS LLC	City Contract #15-08	Open	905.00	0.00 B
18-00163	01/19/18	VITAL	VITAL COMMUNICATIONS, INC	MODIV TAX TAPES 2018	Open	100.00	0.00 B
18-00183	01/24/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC		Open	508.00	0.00
18-00188	01/24/18	SAM 1	SAM'S CLUB/GEMB	2018 SAMS CLUB CHARGES	Open	1,339.84	0.00
18-00189	01/24/18	FERIOZZI	L. FERIOZZI CONCRETE COMPANY	RES#17-54-002 NORTH END DRAIN.	Open	366,484.62	0.00
18-00199	01/24/18	LINESYST	BLOCK LINE SYSTEMS INC.	2018 PHONE SERVICES	Open	12,477.53	0.00 B
18-00210	01/24/18	ADP	AUTOMATIC DATA PROCESSING	2018 PAYROLL SERVICE	Open	11,724.72	0.00
18-00228	01/29/18	GRITH	GRIFFITH & CARLUCCI, ESQUIRES	PROFESSIONAL SERVICES FOR 2018	Open	2,808.00	0.00
18-00229	01/29/18	SCHAEFFE	SCHAEFFER NASSAR SCHEIDEGG	PROFESSIONAL SERVICES 2018	Open	2,750.00	0.00
18-00230	01/29/18	SCHEULE	SCHEULE PLANNING SOLUTIONS LLC	PROFESSIONAL SERVICES 2018	Open	1,830.00	0.00
18-00232	01/29/18	STEIN	MARK H. STEIN, ESQUIRE	PROFESSIONAL SERVICES FOR 2018	Open	2,261.00	0.00
18-00239	01/29/18	NJTRS	NJ TRANSIT	2018 BUS CARD TICKET SALES	Open	9,477.32	0.00
18-00250	01/29/18	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT #1975146-3378740	Open	33.90	0.00
18-00255	02/01/18	EFMLEASE	ENTERPRISE FLEET MANAGEMENT	Leasing of Vehicles	Open	2,362.83	0.00
18-00263	02/01/18	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT #19747563378700	Open	112.45	0.00 B
18-00290	02/05/18	CMCMU	C.M.C.M.U.A.		Open	127,384.69	0.00 B
18-00309	02/05/18	WISERLIN	WISER LINK ADVERTISING, INC		Open	525.00	0.00 B
18-00312	02/07/18	GOVDEALS	GOV DEALS	2018 ONLINE PUBLIC AUCTION FEE	Open	855.00	0.00
18-00314	02/07/18	ACUA	ATLANTIC COUNTY UTILITY AUTHOR		Open	989.53	0.00 B
18-00317	02/07/18	STETS	B. W. STETSON & CO.	COFFEE SUPPLIES FOR 2018	Open	112.50	0.00 B
18-00360	02/07/18	GEICONSU	GEI CONSULTANTS, INC		Open	858.98	0.00 B
18-00361	02/07/18	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT# 1974633-3378444	Open	40.64	0.00
18-00362	02/07/18	STETS	B. W. STETSON & CO.		Open	96.50	0.00 B
18-00391	02/13/18	TIX COM	TIX, INC.		Open	1,300.00	0.00 B

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-00393	02/13/18	SIXTOESI	SIX TOES, INC.	Open	5,000.00	0.00	
18-00427	02/16/18	THOMSONR	THOMSON REUTERS	Open	328.34	0.00	B
18-00449	02/16/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Open	250.00	0.00	B
18-00469	02/22/18	PRESS	THE PRESS 2018 ADVERTISING	Open	242.64	0.00	
18-00471	02/22/18	CRYSTAL	CRYSTAL SPRINGS	Open	272.75	0.00	
18-00493	02/23/18	SCHUELE	SCHUELE PLANNING SOLUTIONS LLC RES #17-53-332	Open	3,810.00	0.00	
18-00498	02/28/18	GOLFCAR	GOLF CAR SPECIALITIES, L.L.C. GOLF COURSE	Open	500.00	0.00	
18-00499	02/28/18	STEPHENL	STEPHEN LANE	Open	4,000.00	0.00	B
18-00502	02/28/18	MUSICMAE	MUSICMAESTRO LLC	Open	1,000.00	0.00	
18-00506	02/28/18	CRYSTAL	CRYSTAL SPRINGS ACCT 3378728;14718356,11750002	Open	159.43	0.00	
18-00574	03/01/18	SHOREPHY	SHORE PHYSICIANS GROUP	Open	195.00	0.00	B
18-00588	03/02/18	ACTENGIN	ACT ENGINEERS INC RES# 18-54-052	Open	45,897.22	0.00	B
18-00612	03/07/18	UNDERTHE	UNDER THE STREETLAMP LLC RESOLUTION #18-54-090	Open	18,000.00	0.00	
18-00631	03/12/18	AGUZZO	A. GUZZO LANDSCAPING LLC Reso #18-54-030 CC #17-18	Open	5,129.67	0.00	
18-00646	03/14/18	OCCHA	O.C. REGIONAL CHAMBER OF	Open	3,177.98	0.00	B
18-00672	03/15/18	CALAFATI	MICHAEL CALAFATI ARCHITECT,LLC Bayside Ctr Architectural Srv	Open	1,085.21	0.00	
18-00717	03/26/18	BISCA	BISCAYNE SUITES CONDO. ASSOC.	Open	4,567.32	0.00	
18-00731	03/26/18	STARTSKY	START SKYDIVING LLC	Open	4,750.00	0.00	
18-00744	03/26/18	LONGPORT	LONGPORT MEDIA LLC	Open	600.00	0.00	
18-00801	04/05/18	QUIGLEY	QUIGLEY'S SPRING MILL PIANO	Open	995.00	0.00	B
18-00802	04/05/18	PORT-	PORT-O-CALL HOTEL	Open	798.00	0.00	
18-00827	04/09/18	PUTTERMA	BONNIE D. PUTTERMAN, ESQ. RESOLUTION #17-53-361	Open	300.00	0.00	B
18-00842	04/18/18	MAINL	MAIN LINE COMMERCIAL POOLS,INC RESOLUTION #18-54-076	Open	950.00	0.00	B
18-00843	04/18/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Open	264.00	0.00	
18-01079	04/23/18	TACPRINT	TAC PRINTING AND MARKETING	Open	12,000.00	0.00	
18-01102	04/23/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Open	192.00	0.00	
18-01140	04/30/18	MUSCO	MUSCO SPORTS LIGHTING, LLC Reso #18-54-163	Open	222,781.00	0.00	
18-01162	04/30/18	COMMB	TD BANK HALF MARATHON	Open	500.00	0.00	
18-01194	05/08/18	TOTER	TOTER, INC. Reso #18-54-170	Open	51,288.49	0.00	
18-01197	05/08/18	SPICA	SPICA STEEL, INC. 18-54-162	Open	21,064.00	0.00	
18-01238	05/11/18	OCPET	OCEAN CITY PETTY CASH ACCOUNT 2018 PETTY CASH REIMBURSEMENTS	Open	211.12	0.00	
18-01263	05/11/18	WROEDAVI	DAVID WROE	Open	1,035.55	0.00	
18-01287	05/18/18	MARIN	MARINE RESCUE PRODUCTS, INC.	Open	12,956.00	0.00	
18-01380	05/24/18	MCCROSS	MCCROSSON AND STANTON P.C. RESOLUTION 17-53-161,18-54-178	Open	8,053.35	0.00	B
18-01616	06/05/18	JERSE	JERSEY CAPE DIAGNOSTIC CENTER RES# 17-53-363 2018 BEACH TAGS	Open	14,875.16	0.00	B
18-01624	06/05/18	IMPAL	IMPALA ISLAND INN	Open	500.00	0.00	
18-01716	06/08/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC BAYSIDE CENTER	Open	100.00	0.00	B
18-01720	06/08/18	BUSTEDKN	BUSTED KNUCKLE AUTO & TIRE LLC Resolution 17-26 R-1	Open	25.00	0.00	
18-01729	06/15/18	BINSI	BERBEN INSIGNIA CO.	Open	572.20	0.00	
18-01739	06/21/18	SEASHORE	SEASHORE ASPHALT CORP. Reso 18-54-035	Open	1,297.22	0.00	B
18-01764	06/21/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	583.70	0.00	
18-01769	06/21/18	KD PRODU	KD PRODUCTIONS & EVENTS	Open	338.50	0.00	
18-01776	06/21/18	SASSYPAN	SASSY PANTS PRODUCTIONS, INC	Open	150.00	0.00	
18-01788	06/21/18	ACTENGIN	ACT ENGINEERS INC Res #18-54-209	Open	43,161.80	0.00	
18-01791	06/21/18	ACTENGIN	ACT ENGINEERS INC Res #18-54-173	Open	4,119.52	0.00	
18-01828	07/03/18	DEPT	DEPTCOR	Open	983.50	0.00	
18-01832	07/03/18	ACCESSRE	ACCESSREC LLC Resolution 18-54-35	Open	25,909.18	0.00	
18-01852	07/03/18	LEEV	VINCENT LEE	Open	2,000.00	0.00	
18-01853	07/03/18	SPIGELMA	RON TUVY SPIGELMAN	Open	1,700.00	0.00	
18-01869	07/10/18	CONTI	CONTINENTAL FIRE & SAFETY CO. Res #18-54-035	Open	4,999.00	0.00	
18-01871	07/10/18	LAWME	LAWMEN SUPPLY CO. OF NJ INC. Res #18-54-035	Open	2,623.00	0.00	
18-01883	07/10/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY PLAQUE FOR NANCY HUGHES	Open	39.95	0.00	
18-01898	07/13/18	DEPT	DEPTCOR Business Cards	Open	73.00	0.00	
18-01915	07/18/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	1,682.95	0.00	

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-01928	07/18/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	197.99	0.00	
18-01931	07/18/18	JESCO	JESCO EQUIPMENT CO.	Open	198,000.00	0.00	
18-01932	07/18/18	SONJR	STATE OF NEW JERSEY	Open	1,747.50	0.00	
18-02040	07/19/18	ASCEN	ASCENT AVIATION GROUP INC.	Open	30,038.72	0.00	
18-02070	07/27/18	SUBURHEA	SUBURBAN HEATING OIL	Open	65.35	0.00	
18-02071	07/27/18	BARRYCOR	BARRY, CORRADO & GRASSI, PC	Open	25,000.00	0.00	
18-02073	07/27/18	LANDS	LANDSMAN UNIFORMS, INC.	Open	2,531.00	0.00	
18-02079	07/27/18	CMCBO	CAPE MAY COUNTY BOARD OF	Open	9,813.50	0.00	
18-02080	07/27/18	LETSPART	LET'S PARTY PAINTERS	Open	200.00	0.00	
18-02081	07/27/18	EQUIT	EQUITY COMMUNICATIONS	Open	775.00	0.00	
18-02082	07/27/18	GIACOMUC	EDWARD GIACOMUCCI	Open	200.00	0.00	
18-02092	07/27/18	360TRANS	360 TRANSLATIONS INTER., INC.	Open	410.21	0.00	
18-02093	07/27/18	BLUE360M	BLUE 360 MEDIA, LLC	Open	222.24	0.00	
18-02095	07/27/18	USLA	U.S.L.A.-NJ CERTIFICATION	Open	160.00	0.00	
18-02098	07/31/18	FITZGERA	FITZGERALD & MCGROARTY, PA	Open	2,500.00	0.00	
18-02105	07/31/18	SERVICE	SERVICE TIRE TRUCK CENTER, INC	Open	2,205.72	0.00	
18-02106	07/31/18	SJOVE	SOUTH JERSEY OVERHEAD DOOR CO.	Open	1,150.00	0.00	
18-02107	07/31/18	ACFFA	ATLANTIC CO. FIREFIGHTERS ASSN	Open	35.00	0.00	
18-02214	08/09/18	74PRE	JAY PRETTYMAN	Open	473.62	0.00	
18-02215	08/09/18	COPIE	COPIERS PLUS, INC.	Open	982.00	0.00	
18-02216	08/09/18	JTPRODUC	J T WILLIAMS JR	Open	50.00	0.00	
18-02217	08/09/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	129.90	0.00	
18-02218	08/09/18	ABELLA	ABELLA SALON & SPA	Open	750.00	0.00	
18-02219	08/09/18	THACHUKB	BRADLEY THACHUK	Open	2,700.00	0.00	
18-02220	08/09/18	START	STARLITE PRODUCTIONS	Open	1,290.00	0.00	
18-02222	08/09/18	OCJWA	OCEAN CITY JUNIOR WRESTLING	Open	3,000.00	0.00	
18-02227	08/09/18	MURRAYM	MEGAN MURRAY	Open	1,105.73	0.00	
18-02229	08/09/18	ARSEN	ARSENAL SOUND, L.L.C.	Open	4,500.00	0.00	
18-02230	08/09/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	197.99	0.00	
18-02231	08/09/18	HARTMAN	MICHAEL J. HARTMAN	Open	139.41	0.00	
18-02232	08/09/18	KRAVI	DBK PHOTO	Open	405.00	0.00	
18-02233	08/09/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC.	Open	70.00	0.00	
18-02234	08/09/18	AUSTN	AUSTIN'S SPORTS	Open	448.65	0.00	
18-02236	08/09/18	SPINN	SPINNING WHEEL FLORIST INC.	Open	1,661.77	0.00	
18-02237	08/09/18	SPL	SPL SOUND, INC.	Open	640.00	0.00	
18-02238	08/09/18	WEMAKEIT	WE MAKE IT PERSONAL	Open	923.00	0.00	
18-02240	08/09/18	BRIGHTLY	EDWARD BRIGHTLY	Open	200.00	0.00	
18-02245	08/14/18	090ALLEG	MICHAEL ALLEGRETTO	Open	4,368.65	0.00	
18-02258	08/14/18	ADVAL	ADVANCE LEARNING	Open	198.00	0.00	
18-02260	08/15/18	HARTMAN	MICHAEL J. HARTMAN	Open	94.04	0.00	
18-02265	08/15/18	MISSNJED	MISS NEW JERSEY EDUCATION ASSO	Open	350.00	0.00	
18-02282	08/15/18	SPINN	SPINNING WHEEL FLORIST INC.	Open	65.00	0.00	
18-02283	08/15/18	HARTMAN	MICHAEL J. HARTMAN	Open	415.70	0.00	
18-02293	08/15/18	TOTOLHOL	TOTOL HOLDINGS LLC	Open	1,279.85	0.00	
18-02294	08/15/18	GABRIEL	GABRIEL BLDG GROUP	Open	349.68	0.00	
18-02295	08/15/18	GABRIEL	GABRIEL BLDG GROUP	Open	349.68	0.00	
18-02296	08/15/18	RISOR	RODNEY & DANIELLE RISO	Open	2,913.60	0.00	
18-02297	08/15/18	GIBSONJR	ROBERT GIBSON JR.	Open	4,885.80	0.00	
18-02298	08/15/18	MESSINAJ	JOHN MESSINA	Open	29,383.80	0.00	
18-02328	08/17/18	CENTERS	CENTER STAGE ENTERTAINMENT, INC	Open	14,225.00	0.00	
18-02329	08/17/18	SHERW	SHERWIN WILLIAMS #3760	Open	150.00	0.00	
18-02330	08/17/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	Open	844.35	0.00	
18-02331	08/17/18	BESTT	MILLEVOI/BEST TIRE, INC.	Open	150.00	0.00	
18-02332	08/17/18	CRUZA	CRUZAN'S TRUCK SERVICE INC.	Open	97.94	0.00	

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
18-02333	08/17/18	SHERW	SHERWIN WILLIAMS #3760	Open	183.79	0.00		
18-02334	08/17/18	ERCO2	ERCO INTERIOR SYSTEMS, INC.	Open	151.49	0.00		
18-02335	08/17/18	CRUZA	CRUZAN'S TRUCK SERVICE INC.	Open	108.73	0.00		
18-02336	08/17/18	FAMILYAU	FAMILY AUTO GLASS	Open	595.00	0.00		
18-02337	08/17/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	412.58	0.00		
18-02338	08/17/18	SPORTHYU	SPORT HYUNDAI DODGE, INC.	Open	14.55	0.00		
18-02339	08/17/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	997.71	0.00		
18-02340	08/17/18	CLEGG	CLEGG'S GARAGE, INC.	Open	204.38	0.00		
18-02341	08/17/18	SIEGELDI	SIEGEL DISTRIBUTE COMPANY INC	Open	775.20	0.00		
18-02342	08/17/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	993.12	0.00		
18-02343	08/17/18	CODYS	CODY'S POWER EQUIPMENT	Open	86.34	0.00		
18-02344	08/17/18	HBARBER	H. BARBER & SONS, INC.	Open	54.90	0.00		
18-02345	08/17/18	SHERW	SHERWIN WILLIAMS #3760	Open	177.11	0.00		
18-02346	08/17/18	CRUZA	CRUZAN'S TRUCK SERVICE INC.	Open	159.20	0.00		
18-02347	08/17/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	646.00	0.00		
18-02348	08/17/18	SJEV	SOUTH JERSEY ELECTRIC VEHICLES	Open	500.00	0.00		
18-02349	08/17/18	SHOEM	SHOEMAKER LUMBER COMPANY, INC	Open	545.33	0.00		
Total Purchase Orders:		174	Total P.O. Line Items:	0	Total List Amount:	3,597,815.36	Total Void Amount:	0.00

2018 Track Camp Bill List Period: 7/30/18-8/3/18

Voucher #	Name	Amount	Description
4025	Allison Stone	500.00	Track Camp Staff, 7/30-8/3
4026	Tim Cook	600.00	Track Camp Staff, 7/30-8/3
4027	Edward Stone	500.00	Track Camp Staff, 7/30-8/3
4028	William Moreland	500.00	Track Camp Staff, 7/30-8/3
4029	Allison Zelinski	<u>500.00</u>	Track Camp Staff, 7/30-8/3
Total:		\$2,600.00 = =====	

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FINANCIAL MANAGEMENT
OCEAN CITY, NJ

Basketball Officials Bill List, 7/16/18-8/9/18

Voucher #	Name	Amount	Description
3991	Bruce Campbell	440.00	Summer Basketball League, 7/16-8/9
4002	Ed Magan	960.00	Summer Basketball League, 7/16-8/9
4003	Rob Johnson	400.00	Summer Basketball League, 7/16-8/9
4004	Mach Jackson	760.00	Summer Basketball League, 7/16-8/9
4005	Dan McGinnis	640.00	Summer Basketball League, 7/16-8/9
4006	Michael Lucchesi	1,440.00	Summer Basketball League, 7/16-8/9
4007	Mel Chettum	760.00	Summer Basketball League, 7/16-8/9
4008	Kelli Johnson	440.00	Summer Basketball League, 7/16-8/9
4009	Bob Markley	1,180.00	Summer Basketball League, 7/16-8/9
4010	Travis Amstutz	1,280.00	Summer Basketball League, 7/16-8/9
4011	Anthony Strazzeri	600.00	Summer Basketball League, 7/16-8/9
4012	Stephen Shincarick	160.00	Summer Basketball League, 7/16-8/9
4013	Pat Killian	80.00	Summer Basketball League, 7/16-8/9
4014	Harry Silverstein	520.00	Summer Basketball League, 7/16-8/9
4015	Joe Ryan	540.00	Summer Basketball League, 7/16-8/9
4016	Bruce Thompson	520.00	Summer Basketball League, 7/16-8/9
4017	Chris Kane	1,140.00	Summer Basketball League, 7/16-8/9
4019	Greg Donahue	480.00	Summer Basketball League, 7/16-8/9
4020	Steve Shincarick	360.00	Summer Basketball League, 7/16-8/9
4021	John Lamey	240.00	Summer Basketball League, 7/16-8/9
4022	Anthony Perfetti	240.00	Summer Basketball League, 7/16-8/9
4023	John Latorre	160.00	Summer Basketball League, 7/16-8/9
4024	John W. Fernsler	520.00	Summer Basketball League, 7/16-8/9
4030	Kathy Garvin	320.00	Summer Basketball League, 7/16-8/9
4031	Patrick Keane	440.00	Summer Basketball League, 7/16-8/9
4032	Scott Cooper	320.00	Summer Basketball League, 7/16-8/9
4033	Mark Parsons	<u>40.00</u>	
TOTAL:		14,980.00	
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OCEAN CITY, NJ**