

## ORDINANCE NO. 19-03

### **AN ORDINANCE AMENDING, REVISING AND SUPPLEMENTING CHAPTER XXV, ZONING AND LAND DEVELOPMENT ORDINANCE OF THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY TO PROVIDE FOR A MINIMUM SET ASIDE OF AFFORDABLE HOUSING UNITS TO MEET THE CITY OF OCEAN CITY'S AFFORDABLE HOUSING OBLIGATION AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT THEREWITH.**

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

**WHEREAS**, the purpose of this section of the City of Ocean City's Zoning Ordinance is to establish a minimum required set aside of affordable housing units in certain multifamily residential developments or redevelopments in the City of Ocean City. It is the City of Ocean City's intention that this Ordinance is being adopted expressly for the purpose of assisting the City of Ocean City in meeting its affordable housing obligation.

**BE IT ORDAINED** by the Council of the City of Ocean City as follows:

#### **SECTION 1**

Chapter XXV of the Ocean City Zoning and Land Development Ordinance be and hereby is amended to add the following new section as **ARTICLE 1901 AFFORDABLE HOUSING SET ASIDE**.

#### **25-1900. AFFORDABLE HOUSING SET ASIDE.**

##### **25-1900.1 Purpose.**

This Section of the City of Ocean City Code sets forth regulations regarding the percentage of housing units devoted to low- and moderate-income households required within an inclusionary development in Ocean City that are consistent with the court-ordered agreement.

##### **25-1900.2 Applicability and Requirements.**

a. Any multifamily residential development or redevelopment, that will contain five (5) or more dwelling units (over and above those already permitted as of right) that are developed at a density of six (6) or more units per acre which developments become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted or a new or amended redevelopment plan or a new or amended rehabilitation plan shall comply with the following:

1. A minimum of fifteen (15) percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for rent. If the calculation of the total number of affordable units required yields a fraction of less than one-half (0.5) then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction greater than one-half (0.5), the obligation shall be rounded up and the additional unit shall be provided.

2. A minimum of twenty (20) percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for sale. If the calculation of the total number of affordable units required yields a fraction of less than one-half (0.5), then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction of greater than one-half (0.5), the obligation shall be rounded up and the additional unit shall be provided.

b. The provisions of this Ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in five (5) or more dwelling units (over and above those already permitted as of right) that are developed at a density of six (6) or more units per acre.

c. At least one-half (0.5) of all affordable units shall be affordable to low income households, and the remainder may be affordable to moderate income households. Within rental developments, at least thirteen (13) percent of the affordable units shall be affordable to very low-income households, with the very low- income units counted as part of the low-income requirement.

d. This ordinance does not give any developer the right to any such rezoning, variance, redevelopment designation or development plan approval or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief. This ordinance shall not apply to sites zoned for inclusionary residential development or for which an inclusionary residential redevelopment plan has been adopted consistent with the municipality's Court-approved Housing Element and Fair Share Plan, which sites shall comply with the applicable adopted zoning. No site shall be permitted to be subdivided so as to avoid compliance with this requirement.

**SECTION 2:** All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

**SECTION 3:** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4:** This Ordinance shall take effect upon passage and publication as provided by law.

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Jay A. Gillian, Mayor

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Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 28<sup>th</sup> day of February, 2019, and was taken up for a second reading and final passage at a meeting of said Council held on the 28<sup>th</sup> day of March, 2019, in Council Chambers at City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

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Melissa Rasner, City Clerk



CITY OF OCEAN CITY  
ORDINANCE NO. 19-03  
**Master Plan Consistency Report**

**Introduction.**

**Ordinance 19-03** – “An Ordinance Amending, Revising and Supplementing Chapter XXV, Zoning and Land Development Ordinance of the Revised Ordinances of the City of Ocean City to Provide for a Minimum Set Aside of Affordable Housing Units to Meet the City of Ocean City’s Affordable Housing Obligation and Repealing All Ordinances Heretofore Adopted the Provisions of Which are Inconsistent Therewith” is to be introduced and adopted on first reading by City Council on February 28, 2019.

The “Municipal Land Use Law” provides the Planning Board with thirty-five (35) days from the referral date to prepare, review, adopt and transmit their consistency report regarding Ordinance 16-27 to City Council. NJSA 40:55D-26 describes the Planning Board’s responsibility regarding the master plan consistency review as follows:

*“ . . . the planning board shall make and transmit to the governing body, within 35 days after referral, a report including identification of any provisions in the proposed development regulation, revision or amendment which are inconsistent with the master plan and recommendations concerning those inconsistencies and any other matters as the board deems appropriate.”*

While formerly only zoning ordinances and amendments thereto were required to be submitted to the planning board, it is now clear from the wording in NJSA 40:55D-26 that all “development regulations” must be referred to the planning board for comment and report. The statute requires that every zoning ordinance must “either be substantially consistent with the land use plan and housing plan of the master plan, or designed to effectuate such plan elements.” The “Master Plan” referred to herein is the City of Ocean City Master Plan adopted February 3, 1988, and as subsequently amended.

**Ordinance Summary.**

Ordinance 19-03 incorporates elements of the Court-approved agreement between Ocean City and the Fair Share Housing Center and represents an important component of the City’s multi-faceted affordable housing strategy. This Ordinance applies to all new multi-family residential developments of five (5) or more additional units (over

and above those already permitted as of right) that are developed at a density of six (6) or more units per acre which developments become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted or a new or amended redevelopment plan or a new or amended rehabilitation plan. Ordinance 19-03 requires an affordable housing set-aside of 20% for-sale units and 15% if the affordable units will be for rent. This Ordinance does not apply to sites zoned for inclusionary residential development or for which an inclusionary residential redevelopment plan has been adopted consistent with the municipality's Court-approved Housing Element and Fair Share Plan.

### **Master Plan Analysis.**

As noted above the Planning Board's responsibility in terms of the master plan consistency review is to identify any provisions in a proposed ordinance which are inconsistent with the Master Plan, and make recommendations concerning those inconsistencies and any other matters as the Board deems appropriate.

In defining "substantial consistency" the Supreme Court in *Manalapan Realty v. Township Committee* made it clear that some inconsistency is permitted "provided it does not substantially or materially undermine or distort the basic provisions and objectives of the Master Plan." The "Municipal Land Use Law" does not define the term *inconsistent*.

The following Master Plan Goals and Objectives are relevant to Ordinance 19-03:

- *To support the upgrading of substandard housing, increase the diversity of housing choices, housing affordability and year-round population; and maintain and enhance existing residential areas as the foundation of a desirable and vibrant family resort community.*
- *To encourage municipal actions which will guide the long range appropriate use and development of lands within the City of Ocean City in a manner which will promote the public health, safety, and general welfare of present and future residents.*
- *To encourage coordination of the numerous regulations and activities which influence land development with a goal of producing efficient uses of land with appropriate development types and scale.*
- *To promote the establishment of appropriate population densities in locations that will contribute to the well-being of persons, neighborhoods and preservation of the environment.*
- *To create and increase single-family housing in the City.*

Ordinance 19-03  
Master Plan Consistency Report

An ordinance containing the provisions embodied in Ordinance 19-03 is specifically recognized and recommended in the Master Plan Reexamination Report adopted by the Ocean City Planning Board on January 9, 2019.<sup>1</sup>

**Conclusion.**

Having considered the content of Ordinance 19-03 the City Master Plan and Reexamination Report, it is my professional opinion that Ordinance 19-03 will advance the Master Plan Goals and Objectives cited herein and that Ordinance 19-03 is consistent with the Ocean City Master Plan.

Respectively submitted,



Randall E. Scheule, PP/AICP

New Jersey Professional Planner License No. LI003666

February 25, 2019

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<sup>1</sup> Ocean City Master Plan Reexamination Report, January 10, 2019, page 35.

**ORDINANCE NO. 19-03**

AN ORDINANCE AMENDING, REVISING AND SUPPLEMENTING XXV, ZONING AND LAND DEVELOPMENT ORDINANCE OF THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY TO PROVIDE FOR A MINIMUM SET ASIDE OF AFFORDABLE HOUSING UNITS TO MEET THE CITY OF OCEAN CITY'S AFFORDABLE HOUSING OBLIGATION AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT THEREWITH.

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

WHEREAS, the purpose of this section of the City of Ocean City's Zoning Ordinance is to establish a minimum required set aside of affordable housing units in certain multifamily residential developments or redevelopments in the City of Ocean City. It is the City of Ocean City's intention that this Ordinance is being adopted expressly for the purpose of assisting the City of Ocean City in meeting its affordable housing obligation.

**BE IT ORDAINED** by the Council of the City of Ocean City as follows:

**SECTION 1**

Chapter XXV of the Ocean City Zoning and Land Development Ordinance be and hereby is amended to add the following new section as **ARTICLE 1901 AFFORDABLE HOUSING SET ASIDE**.

**25-1900. AFFORDABLE HOUSING SET ASIDE.**

**25-1900.1 Purpose.**

This Section of the City of Ocean City Code sets forth regulations regarding the percentage of housing units devoted to low- and moderate-income households required within an inclusionary development in Ocean City that are consistent with the court-ordered agreement.

**25-1900.2 Applicability and Requirements.**

a. Any multifamily residential development or redevelopment, that will contain five (5) or more dwelling units (over and above those already permitted as of right) that are developed at a density of six (6) or more units per acre which developments become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning

permitting multi-family residential housing where not previously permitted or a new or amended redevelopment plan or a new or amended rehabilitation plan shall comply with the following:

1. A minimum of fifteen (15) percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for rent. If the calculation of the total number of affordable units required yields a fraction of less than one-half (0.5) then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction greater than one-half (0.5), the obligation shall be rounded up and the additional unit shall be provided.

2. A minimum of twenty (20) percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for sale. If the calculation of the total number of affordable units required yields a fraction of less than one-half (0.5), then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction of greater than one-half (0.5), the obligation shall be rounded up and the additional unit shall be provided.

b. The provisions of this Ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in five (5) or more dwelling units (over and above those already permitted as of right) that are developed at a density of six (6) or more units per acre.

c. At least one-half (0.5) of all affordable units shall be affordable to low income households, and the remainder may be affordable to moderate income households. Within rental developments, at least thirteen (13) percent of the affordable units shall be affordable to very low-income households, with the very low-income units counted as part of the low-income requirement.

d. This ordinance does not give any developer the right to any such rezoning, variance, redevelopment designation or development plan approval or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief. This ordinance shall not apply to sites zoned for inclusionary residential development or for which an inclusionary residential redevelopment plan has been adopted consistent with the municipality's Court-approved Housing Element and Fair Share Plan, which sites shall comply with the applicable adopted zoning. No site shall be permitted to be subdivided so as to avoid compliance with this requirement.

Ordinance 19-03  
Master Plan Consistency Report

SECTION 2: All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4: This Ordinance shall take effect upon passage and publication as provided by law.

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Jay A. Gillian, Mayor

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Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the \_\_\_ day of \_\_\_\_\_, **2019**, and was taken up for a second reading and final passage at a meeting of said Council held on the \_\_\_ day of \_\_\_\_\_, 2019, in Council Chambers, City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

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Melissa G. Rasner, City Clerk



**ORDINANCE NO. 19-04**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXV, ZONING AND LAND  
DEVELOPMENT OF THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY  
Inclusionary R-2 Zone Districts Assemblage Incentive Overlay Zone**

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

**Section 1.**

**25-204.2 Non-Discrete Residential Two-Family Zones.**

R-2-30, R-2-40, R-2-50, R-2-60. (Ord. #00-05, §3; Ord. #00-06, §4; Ord. #02-19)

**25-204.2.1 Purpose.**

The Non-Discrete Residential Two-Family Zones established in subsection 25-201.1.1 of this Ordinance are intended to provide and maintain residential areas for detached two (2) family dwellings in those areas in Ocean City where this type of housing has either traditionally developed or is currently the predominant land use type. (Ord. #02-19) In an effort to increase housing diversity and provide realistic opportunities for affordable housing, development of two-family and multi-family at increased densities will be permitted in accord with Section 25-204.26.

**25-204.2.2 Permitted Uses.**

- a. One (1) family dwellings;
- b. Two (2) family dwellings;
- c. Two (2) family dwellings subject to Inclusionary Incentive Overlay Zone pursuant to §25-204.26;
- d. Multi-family dwellings subject to Inclusionary Incentive Overlay Zone pursuant to §25-204.26;
- e. Essential services.

(Ord. #02-19)

**25-204.2.3 Conditional Uses. [NO CHANGE TO THIS SECTION]**

**25-204.2.4 Permitted Accessory Uses. [NO CHANGE TO THIS SECTION]**

**25-204.2.5 Bulk Requirements. [NO CHANGE TO THIS SECTION]**

**25-204.2.6 Rear Yard. [NO CHANGE TO THIS SECTION]**

**NEW SECTION**

**25-204.26 Inclusionary Incentive Overlay Zone**

**25-204.26.1 Purpose.**

The Inclusionary Incentive Overlay Zone is intended to increase the diversity of housing and provide realistic opportunities for affordable housing as defined at NJAC 5:97-1.4. Development of two-family dwellings and multi-family dwellings in accord with this ordinance are required to set aside a percentage of the total dwelling units as affordable units. Incentives to utilize the Inclusionary Incentive Overlay Zone include increased density and building height.

**25-204.26.2 Bulk Requirements.**

**Inclusionary Incentive Overlay Zone—Schedule of District Regulations**

Minimum Tract Size	Minimum Yard Requirements			Min. Lot Depth (Feet) (4)	Maximum		Maximum Density (dwelling units per acre)	Maximum Building Coverage (percent)	Maximum Impervious Coverage (percent)
	(Feet)				Building Height				
	Front	Rear	Side		Flat	Habitable Stories			
	(1)	(2)	(3)		Pitched Roof				
25% of a Block	Schedule B	20% of lot depth	Schedule C	100	29 FT 34 FT	3	30	60	90

**NOTES TO SCHEDULE --**

- (1) In all zone districts, the minimum front yard setback shall be as indicated on Schedule B, "Schedule of Front Yard Setback Depths by Street." Where development is proposed on lots adjacent to a street not listed on Schedule B, the front yard shall be the average setback of the adjacent buildings on the entire block, as determined from a certified survey provided by the applicant/owner.
- (2) For lagoon-front, bay-front and oceanfront lots, the front yard shall be the street side and the rear yard shall be the waterside of the lot.
- (3) On corner lots, the minimum side yard setback shall be provided for the interior side yard and the larger setback shall be provided for the side yard adjoining the street.
- (4) The minimum required lot depth indicated shall be provided, except that lots existing at the time of adoption of this Ordinance with less than the required depth shall be deemed to be conforming for purposes of lot depth.

SCHEDULE B—Schedule of Front Yard Setback Depths by Street (Section 25-209.2)

SCHEDULE C—Schedule of Side Yard Setbacks (Section 25-209.3)

**\*Editor's Note:** Schedules B and C referred to herein may be found in Section 25-209.

**25-204.26.3 Maximum Affordable Housing Set-aside**

- a. Sale Units - The maximum affordable housing set-aside applied to sale units is twenty (20) percent of the total number of units in the development.
- b. Rental Units - The maximum affordable housing set-aside applied to rental units is fifteen (15) percent of the total number of units in the development.

**25-204.26.4 Construction of Affordable Housing Units**

Developers shall construct the affordable units required by this ordinance as follows:

- a. On the subject site;
- b. Elsewhere in the municipality as approved by the Planning Board or Zoning Board of Adjustment;
- c. Payment in lieu of construction providing the whole or fractional affordable units required, subject to the following:
  - (1) Payments in lieu of constructing affordable units may represent fractional affordable units. The affordable housing requirement shall not be rounded.
  - (2) The zoning ordinance may include specific criteria to be met for a development to be eligible to provide a payment in lieu. Examples of such criteria include, but are not limited to, minimum development size thresholds or environmental or site configuration concerns. Once criteria are established by ordinance, exercising the option shall be at the developer's discretion.
  - (3) The amount of payments in lieu of constructing affordable units on site shall be \$182,859.
  - (4) Payments in lieu of constructing affordable units shall be deposited into an affordable housing trust fund pursuant to N.J.A.C. 5:97-8.4 and subject to the provisions thereof.
  - (5) Payments in lieu of constructing affordable housing shall not be permitted where affordable housing is not required. Zoning that does not require an affordable housing set-aside or permit a corresponding payment in lieu may be subject to a development fee ordinance pursuant to N.J.A.C. 5:97-8.3.

d. Affordable housing units shall be built in accordance with the following schedule:

Percentage of Market-rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25 + 1 unit	10
50	50
75	75
90	10

- e. To the extent feasible, developers shall fully integrate the low- and moderate-income units with the market units.
- f. Affordable units shall utilize the same heating source as market-rate units within the inclusionary development and have access to all community amenities available to market-rate units and subsidized in whole by association fees.
- g. The first floor of all townhouse dwelling units and all other multistory dwelling units comply with N.J.A.C. 5:97-3.14.
- h. The affordable units shall comply with N.J.A.C. 5:97-9 and UHAC.

**Section 2.**

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

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Jay A. Gillian, Mayor

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Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 28<sup>th</sup> day of February, 2019, and was taken up for a second reading and final passage at a meeting of said Council held on the 28<sup>th</sup> day of March, 2019, in Council Chambers at City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

\_\_\_\_\_  
Melissa Rasner, City Clerk

**Summary -**

Adopt an inclusionary overlay zone applicable to all R-2 zone districts, triggered by an assemblage of at least 25% of the land area of a block that is designated R-2 zone district. Increase the density from the current approximately 20 units/acre in duplexes (12 to 28 units/acre depending in lot location on the block) to 30 units/acre. Modify bulk standards; increase the maximum building height to three habitable stories. Expand permitted uses to include multifamily housing.

July 18, 2018



CITY OF OCEAN CITY  
ORDINANCE NO. 19-04  
Master Plan Consistency Report

**Introduction.**

**Ordinance No. 19-04** – “An Ordinance Amending and Supplementing Chapter XXV, Zoning and Land Development of the Revised Ordinances of the City of Ocean City – Inclusionary R-2 Zone Districts Assemblage Incentive Overlay Zone” is to be introduced and adopted on first reading by City Council on February 28, 2019.

The “Municipal Land Use Law” provides the Planning Board with thirty-five (35) days from the referral date to prepare, review, adopt and transmit their consistency report regarding Ordinance 16-27 to City Council. NJSA 40:55D-26 describes the Planning Board’s responsibility regarding the master plan consistency review as follows:

*“ . . . the planning board shall make and transmit to the governing body, within 35 days after referral, a report including identification of any provisions in the proposed development regulation, revision or amendment which are inconsistent with the master plan and recommendations concerning those inconsistencies and any other matters as the board deems appropriate.”*

While formerly only zoning ordinances and amendments thereto were required to be submitted to the planning board, it is now clear from the wording in NJSA 40:55D-26 that all “development regulations” must be referred to the planning board for comment and report. The statute requires that every zoning ordinance must “either be substantially consistent with the land use plan and housing plan of the master plan, or designed to effectuate such plan elements.” The “Master Plan” referred to herein is the City of Ocean City Master Plan adopted February 3, 1988, and as subsequently amended.

**Ordinance Summary.**

Ordinance 19-04 incorporates elements of the Court-approved agreement between Ocean City and the Fair Share Housing Center and represents an important component of the City’s multi-faceted affordable housing strategy. This Ordinance revises the City Code to establish an inclusionary overlay zone applicable to all R-2 zone districts, triggered by an assemblage of at least 25% of the land area of a block. As an incentive, Ordinance 19-04 increases density, modifies bulk standards and increases maximum

building height. This Ordinance also expands permitted uses in the R2 Zones to include multifamily housing.

**Master Plan Analysis.**

As noted above the Planning Board's responsibility in terms of the master plan consistency review is to identify any provisions in a proposed ordinance which are inconsistent with the Master Plan, and make recommendations concerning those inconsistencies and any other matters as the Board deems appropriate.

In defining "substantial consistency" the Supreme Court in *Manalapan Realty v. Township Committee* made it clear that some inconsistency is permitted "provided it does not substantially or materially undermine or distort the basic provisions and objectives of the Master Plan." The "Municipal Land Use Law" does not define the term *inconsistent*.

The following Master Plan Goals and Objectives are relevant to Ordinance 19-04:

- *To support the upgrading of substandard housing, increase the diversity of housing choices, housing affordability and year-round population; and maintain and enhance existing residential areas as the foundation of a desirable and vibrant family resort community.*
- *To encourage municipal actions which will guide the long range appropriate use and development of lands within the City of Ocean City in a manner which will promote the public health, safety, and general welfare of present and future residents.*
- *To encourage coordination of the numerous regulations and activities which influence land development with a goal of producing efficient uses of land with appropriate development types and scale.*
- *To promote the establishment of appropriate population densities in locations that will contribute to the well-being of persons, neighborhoods and preservation of the environment.*
- *To create and increase single-family housing in the City.*

An ordinance containing the provisions embodied in Ordinance 19-04 is specifically recognized and recommended in the Master Plan Reexamination Report adopted by the Ocean City Planning Board on January 9, 2019.<sup>1</sup>

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<sup>1</sup> Ocean City Master Plan Reexamination Report, January 10, 2019, page 35.

Ordinance 19-04  
Master Plan Consistency Report

**Conclusion.**

Having considered the content of Ordinance 19-04 the City Master Plan and Reexamination Report, it is my professional opinion that Ordinance 19-04 will advance the Master Plan Goals and Objectives cited herein and that Ordinance 19-04 is consistent with the Ocean City Master Plan.

Respectively submitted,



Randall E. Scheule, PP/AICP

New Jersey Professional Planner License No. LI003666

February 25, 2019

Revised: March 7, 2019

**ORDINANCE NO. 19-04**

AN ORDINANCE AMENDING AND SUPPLEMENTING  
CHAPTER XXV, ZONING AND LAND DEVELOPMENT OF  
THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY  
**Inclusionary R-2 Zone Districts Assemblage Incentive Overlay Zone**

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

**Section 1.**

**25-204.2 Non-Discrete Residential Two-Family Zones.**

R-2-30, R-2-40, R-2-50, R-2-60. (Ord. #00-05, §3; Ord. #00-06, §4; Ord. #02-19)

**25-204.2.1 Purpose.**

The Non-Discrete Residential Two-Family Zones established in subsection 25-201.1.1 of this Ordinance are intended to provide and maintain residential areas for detached two (2) family dwellings in those areas in Ocean City where this type of housing has either traditionally developed or is currently the predominant land use type. (Ord. #02-19) In an effort to increase housing diversity and provide realistic opportunities for affordable housing, development of two-family and multi-family at increased densities will be permitted in accord with Section 25-204.26.

**25-204.2.2 Permitted Uses.**

- a. One (1) family dwellings;
- b. Two (2) family dwellings;
- c. Two (2) family dwellings subject to Inclusionary Incentive Overlay Zone pursuant to §25-204.26;
- d. Multi-family dwellings subject to Inclusionary Incentive Overlay Zone pursuant to §25-204.26;
- e. Essential services.

(Ord. #02-19)

Ordinance 19-04  
Master Plan Consistency Report

**25-204.2.3 Conditional Uses. [NO CHANGE TO THIS SECTION]**

**25-204.2.4 Permitted Accessory Uses. [NO CHANGE TO THIS SECTION]**

**25-204.2.5 Bulk Requirements. [NO CHANGE TO THIS SECTION]**

**25-204.2.6 Rear Yard. [NO CHANGE TO THIS SECTION]**

**NEW SECTION**

**25-204.26 Inclusionary Incentive Overlay Zone**

**25-204.26.1 Purpose.**

The Inclusionary Incentive Overlay Zone is intended to increase the diversity of housing and provide realistic opportunities for affordable housing as defined at NJAC 5:97-1.4. Development of two-family dwellings and multi-family dwellings in accord with this ordinance are required to set aside a percentage of the total dwelling units as affordable units. Incentives to utilize the Inclusionary Incentive Overlay Zone include increased density and building height.

**25-204.26.2 Bulk Requirements.**

**Inclusionary Incentive Overlay Zone—Schedule of District Regulations**

Minimum Tract Size	Minimum Yard Requirements			Min. Lot Depth (Feet) (4)	Maximum		Maximum Density  (dwelling units per acre)	Maximum Building Coverage  (percent)	Maximum Impervious Coverage  (percent)
	(Feet)				Building Height				
	Front	Rear	Side		Flat	Habitable Stories			
	(1)	(2)	(3)		Pitched Roof				
25% of a Block	Schedule B	20% of lot depth	Schedule C	100	29 FT  34 FT	3	30	60	90

**NOTES TO SCHEDULE—**

- (1) In all zone districts, the minimum front yard setback shall be as indicated on Schedule B, "Schedule of Front Yard Setback Depths by Street." Where development is proposed on lots adjacent to a street not listed on Schedule B, the front yard shall be the average setback of the adjacent buildings on the entire block, as determined from a certified survey provided by the applicant/owner.
- (2) For lagoon-front, bay-front and oceanfront lots, the front yard shall be the street side and the rear yard shall be the waterside of the lot.
- (3) On corner lots, the minimum side yard setback shall be provided for the interior side yard and the larger setback shall be provided for the side yard adjoining the street.



Ordinance 19-04  
Master Plan Consistency Report

- (4) The minimum required lot depth indicated shall be provided, except that lots existing at the time of adoption of this Ordinance with less than the required depth shall be deemed to be conforming for purposes of lot depth.

SCHEDULE B—Schedule of Front Yard Setback Depths by Street (Section 25-209.2)

SCHEDULE C—Schedule of Side Yard Setbacks (Section 25-209.3)

**\*Editor's Note:** Schedules B and C referred to herein may be found in Section 25-209. .

**25-204.26.3 Maximum Affordable Housing Set-aside**

- a. Sale Units - The maximum affordable housing set-aside applied to sale units is twenty (20) percent of the total number of units in the development.
- b. Rental Units - The maximum affordable housing set-aside applied to rental units is fifteen (15) percent of the total number of units in the development.

**25-204.26.4 Construction of Affordable Housing Units**

Developers shall construct the affordable units required by this ordinance as follows:

- a. On the subject site;
- b. Elsewhere in the municipality as approved by the Planning Board or Zoning Board of Adjustment;
- c. Payment in lieu of construction providing the whole or fractional affordable units required, subject to the following:
  - (1) Payments in lieu of constructing affordable units may represent fractional affordable units. The affordable housing requirement shall not be rounded.
  - (2) The zoning ordinance may include specific criteria to be met for a development to be eligible to provide a payment in lieu. Examples of such criteria include, but are not limited to, minimum development size thresholds or environmental or site configuration concerns. Once criteria are established by ordinance, exercising the option shall be at the developer's discretion.
  - (3) The amount of payments in lieu of constructing affordable units on site shall be \$182,859.
  - (4) Payments in lieu of constructing affordable units shall be deposited into an affordable housing trust fund pursuant to N.J.A.C. 5:97-8.4 and subject to the provisions thereof.
  - (5) Payments in lieu of constructing affordable housing shall not be permitted where affordable housing is not required. Zoning that does not require an affordable housing set-aside or permit a corresponding payment in lieu may be subject to a development fee ordinance pursuant to N.J.A.C. 5:97-8.3.
- d. Affordable housing units shall be built in accordance with the following schedule:

Ordinance 19-04  
Master Plan Consistency Report

Percentage of Market-rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25 + 1 unit	10
50	50
75	75
90	10

- e. To the extent feasible, developers shall fully integrate the low- and moderate-income units with the market units.
- f. Affordable units shall utilize the same heating source as market-rate units within the inclusionary development and have access to all community amenities available to market-rate units and subsidized in whole by association fees.
- g. The first floor of all townhouse dwelling units and all other multistory dwelling units comply with N.J.A.C. 5:97-3.14.
- h. The affordable units shall comply with N.J.A.C. 5:97-9 and UHAC.

**Section 2.**

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

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Jay A. Gillian, Mayor

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Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the \_\_ day of \_\_\_\_\_, **2019**, and was taken up for a second reading and final passage at a meeting of said Council held on the \_\_ day of \_\_\_\_\_, 2019, in Council Chambers, City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

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Melissa G. Rasner, City Clerk

**Summary -**

Adopt an inclusionary overlay zone applicable to all R-2 zone districts, triggered by an assemblage of at least 25% of the land area of a block that is designated R-2 zone district. Increase the density from the current approximately 20 units/acre in duplexes (12 to 28 units/acre depending in lot location on the block) to 30 units/acre. Modify bulk standards; increase the maximum building height to three habitable stories. Expand permitted uses to include multifamily housing.

July 18, 2018

## ORDINANCE NO. 19-05

### AN ORDINANCE AMENDING AND SUPPLEMENTING REVISED GENERAL ORDINANCES OF THE CITY OF OCEAN CITY- REORGANIZATION WITHIN ADMINISTRATIVE BRANCH

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

#### Section 1.

Chapter II, Part I, Article 4. Administrative Branch of the Revised General Ordinances of the City of Ocean City shall be amended supplemented as follows:

#### **2-1.20 Administrative Branch Generally.**

The Administrative Branch shall consist of the Office of the Mayor; Departments of Administrative, Community Services, Financial Management, Law, Police, Fire & Rescue, Community Development and Public Works, under his direction and control; designated independent or quasi-independent agencies, and advisory boards and commissions. The independent, quasi-independent and advisory agencies shall be those listed below, together with such other commissions, boards or agencies as shall be established from time to time by the Mayor or Governing Body. All members shall be appointed in accordance with appropriate State Statute or Local Ordinance.

#### **2-1.23 Departments.**

The following Departments are hereby created, and all administrative functions, powers and duties of the municipality other than those vested in the office of the Municipal Clerk and Municipal Tax Assessor shall be allocated and assigned among and within these Departments.

##### *a. Department of Administration.*

1. Head, Qualifications. The Department of Administration shall be headed by the Business Administrator. He shall be a college graduate with previous municipal experience in a responsible administrative or executive capacity. At the time of appointment, he need not be a resident of the City of Ocean City but during his tenure may not reside outside the City. City Council may waive residency for good cause.
2. Powers and Duties. The Administrator:
  - (a) Shall have, exercise and discharge the functions, powers and duties of the Department.
  - (b) Under the direction and supervision of the Mayor, the Business Administrator shall:
    - (1) Oversee the preparation of the Budget and Capital Plan;
    - (2) Administer a centralized purchasing system;
    - (3) Administer a sound human resource system;
    - (4) Supervise the administration of each of the departments established by this section. For this purpose he shall have the power to investigate the organization and operation of any and all departments, to prescribe standards and rules of administrative practice and procedure, and to consult with the heads of departments under his jurisdiction; provided that with respect to the Department of Finance related to audit, accounts or control, the authority of the Business Administrator under this subsection shall extend only to matters of budgeting, personnel and purchasing.

- (c) Shall oversee Emergency Management, Purchasing and Human Resources.
- (d) Oversee the preparation of the long-term capital plan.
- (e) Shall supervise and coordinate general engineering services. **MOVE TO COMMUNITY DEVELOPMENT**
- (f) Shall oversee road opening permits and project construction. **MOVE TO COMMUNITY DEVELOPMENT**
- (g) Shall oversee community planning and zoning administration, including staff assistance to the Planning Board, Zoning Board. **MOVE TO COMMUNITY DEVELOPMENT**
- (h) Oversee the administration of the New Jersey State Uniform Construction Code and enforce other miscellaneous State and municipal codes and ordinances; and **MOVE TO COMMUNITY DEVELOPMENT**
- (i) Oversee the administration of the Office of Licensing. **MOVE TO COMMUNITY DEVELOPMENT**
- (e) Develop and maintain a public information and public relations program for the City. **MOVED** from COMMUNITY SERVICES

b. *Department of Public Works. **Unchanged***

c. *Department of Financial Management. **Unchanged***

d. *Department of Law. **Unchanged***

e. *Department of Police Services. **Unchanged***

f. *Department of Community Services*

1. Director. The Department of Community Services shall be headed by a Director who shall be qualified by training and education or extensive experience to plan, supervise and perform the work of the Department. The Director need not be a resident of Ocean City at the time of his appointment but shall become a resident of the City within a reasonable time not later than one (1) year following his appointment and shall thereafter remain a resident of the City during his term(s) of office. The Mayor may waive residency for good cause.

2. Functions. The Department shall perform all appropriate functions associated with:

- (a) Developing and maintaining a public information and public relations program for the City; **MOVE TO ADMINISTRATION**
- (b) Overseeing Economic Development and Environment;
- (c) Providing a balanced public recreation and leisure time activity program for the City;
- (d) Operating the Music Pier, golf course, Aquatic and Fitness Center and such other facilities that may be assigned;
- (e) The Historic Preservation Commission;
- (f) Neighborhood and Social Services.

g. *Department of Fire & Rescue Services. **Unchanged***

h. *Department of Community Development. **New section***

1. Director. The Department of Community Development shall be headed by a Director who shall be qualified by training and education or extensive experience to plan, supervise and perform the work of the Department. The Director need not be a resident of Ocean City at the time of his appointment but shall become a resident of the City within a reasonable time not later than one (1) year following his appointment and shall thereafter remain a resident of the City during his term(s) of office. The Mayor may waive residency for good cause.

2. Functions. The Department shall perform all appropriate functions associated with:

- (a) Overseeing and coordinating general engineering services and project construction.
- (b) Overseeing community planning and zoning administration, including staff assistance to the Planning Board, Zoning Board.
- (c) Overseeing the administration of the New Jersey State Uniform Construction Code and enforce other miscellaneous State and municipal codes and ordinances.
- (d) Overseeing the administration of the Office of Licensing.

#### Section 2.

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

#### Section 3.

All ordinances or portions thereof inconsistent with this ordinance are repealed to the extent of such inconsistency.

#### Section 4.

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

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Jay A. Gillian, Mayor

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Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 14<sup>th</sup> day of March, 2019, and was taken up for a second reading and final passage at a meeting of said Council held on the 28<sup>th</sup> day of March, 2019, in Council Chambers at City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

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Melissa Rasner, City Clerk

**ORDINANCE NO. 19-07**

**A BOND ORDINANCE APPROPRIATING \$7,914,200.00 AND AUTHORIZING THE ISSUANCE OF \$7,518,490.00 IN BONDS AND NOTES OF THE CITY OF OCEAN CITY FOR THE VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF OCEAN CITY, NEW JERSEY**

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

Section 1. The several improvements described in Section 3 of this Bond Ordinance are hereby respectively authorized as general improvements to be made or acquired by Ocean City, New Jersey for said several improvements or purposes stated in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefore and amounting in the aggregate to \$7,914,200.00 including the aggregate sum of \$395,710.00 from Capital Improvement Fund as the several down payments for said improvements for purposes required by law and more particularly described in Section 3 and now available therefore by virtue of a provision in a previously adopted budget or budgets of the City for down payment or for capital improvement or purposes.

Section 2. For the financing of said improvements or purposes and to meet the part of said \$7,914,200.00 appropriations not provided for by application hereunder of said down payments, negotiable bonds of the City of Ocean City are hereby authorized to be issued in the principal amount of \$7,518,490.00 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in a principal amount not exceeding \$7,518,490.00 are hereby authorized to be issued pursuant to and within the limitations prescribed by said law.

Section 3. The improvements hereby authorized and the several purposes for the financing of which said obligations are to be issued, the appropriations made for an estimated cost of each purpose (in each case, including all work or materials necessary therefore or incidental thereto, and as shown on and in accordance with the plans and specifications therefore on file in the Office of the City Clerk and hereby approved), and the estimated maximum amounts of bonds or notes to be issued for each such purpose, are respectively as follows:

**SEE ATTACHED SECTION 3**

The excess of the appropriations made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefore, as above stated, is the amount of the said down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared and recited as stated:

(a) The said purposes described in Section 3 of this Bond Ordinance are not current expenses and are each a property or improvement which the City may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specifically assessed on property specifically benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this Bond Ordinance is 9.19 years.

(c) The supplemental debt statement required by the said law has been duly made and filed in the Office of the City 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, and such statements show that the gross debt of the City as defined in said law is increased by the authorization of the bonds and notes provided for in this Bond Ordinance by \$7,518,490.00 and the said obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said law.

(d) Amounts not exceeding \$1,500,000.00 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering cost and other items of expense listed in and permitted under Section 40A:2-20 of said Law, may be included as part of the cost of said improvements are included in the foregoing estimate therefore.

Section 5. The funds from time to time received by the City on account of any grant or monies referred to in Section 1 of this Bond Ordinance shall be used for financing the improvement or purpose described in Section 3 of this Bond Ordinance, by application thereof, either to direct payment of the costs of said improvements or purpose, or to payment or reduction of the amount of the obligations of the City authorized by this Bond Ordinance. Any such funds so received may, and all such funds so received which are not required for direct payment of such costs shall, be held and applied by the City as funds applicable only to the payment of obligations of the City authorized by this Bond Ordinance.

Section 6. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer; provided that no note shall mature later than one (1) year from its date. The 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 notes issued pursuant to this Ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such terminations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver the same to the purchaser 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 Administrator and Council at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this Ordinance is made. Such report must include the amount, the description, the interest rate, the maturity schedule of the notes sold, and price obtained and the name of the purchaser.

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 § 1.150-2 or any successor provisions of federal income tax law.

Section 8. 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 9. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this Bond Ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of said obligations and interest thereon without limitations of rate or amount.

Section 10. The Capital Budget of the City of Ocean City is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistencies created hereby. To the extent of any inconsistencies, a revised budget has been filed with the Division of Local Government Services.

Section 11. The Bond Ordinance shall take effect twenty (20) days after first publication thereof after final adoption, as provided by said Local Bond Law.

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Jay A. Gillian, Mayor

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Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 14<sup>th</sup> day of March, 2019, and was taken up for a second reading and final passage at a meeting of said Council held on the 28<sup>th</sup> day of March, 2019, in Council Chambers at City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

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Melissa Rasner, City Clerk



Section 3 of Bond Ordinance 19-07

Improvement or Purpose	Improvement Authorization	Estimated Maximum Amount of Bonds or Notes	Useful Life
(A) Improvements to the Ocean City beachfront including beach mats for access points	\$ 40,000	\$ 38,000	5
(B) Improvement by construction, rehabilitation, and repair of public buildings including but not limited to Music Pier improvements, Community Center mechanical upgrades, renovations to the Library 2nd floor, Bayside Center improvements, Life Saving Station phase 4, underground storage tank replacements, construction of salt storage facility, city wide LED improvements as well as general improvements to public buildings and all items incidental thereto	\$ 5,440,000	\$ 5,168,000	10
(C) Improvement by construction, rehabilitation, and repair of public facilities including but not limited to shuffle board court painting, playground upgrades including 52nd street and Grimes Field, install of fountains and footbaths, city wide landscaping, fencing and irrigation improvements, repairs and upgrades to the 6th and 34th street tennis courts, the acquisition of bleachers and earth planters, installation of rubber mulch tree surrounds and general improvements to various public areas and recreational facilities	\$ 1,140,000	\$ 1,083,000	10
(D) Acquisition by public purchase of the following vehicles and equipment including but but limited to a Police SUV, a wheel loader, and vehicle rehabilitation and all items incidental thereto	\$ 300,000	\$ 285,000	5
(E) Acquisition of the following equipment including but not limited to Music Pier, Aquatic & Fitness Center and Public Works equipment as well as various safety equipment for the Fire, Police and Beach Patrol operations and other various departmental equipment	\$ 896,500	\$ 851,675	5
(F) Acquisition of the following communications equipment including but not limited to city wide workstation and application replacements, and replacement modems for the Police Department	\$ 47,700	\$ 45,315	5
(G) Improvement by construction intermodal, transportation, and parking improvements including but not limited EV charging stations at public facilities	\$ 50,000	\$ 47,500	10
	<u>\$ 7,914,200</u>	<u>\$ 7,518,490</u>	<u>9.19</u>

## **ORDINANCE #19-08**

### **A BOND ORDINANCE PROVIDING FUNDS FOR THE PURPOSE OF AIDING THE OCEAN CITY HOUSING AUTHORITY WITH RESPECT TO HOUSING PROJECTS WITHIN OCEAN CITY BY THE CITY OF OCEAN CITY, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING \$6,650,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,650,000 BONDS OR NOTES OF THE CITY TO FINANCE 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 of this bond ordinance is hereby authorized to be undertaken by the City of Ocean City, New Jersey (the "City") as a general improvement. For the improvement or purpose described in Section 3, there is hereby appropriated the sum of \$6,650,000. No down payment is required pursuant to N.J.S.A. 40A:12A-37(c) as this bond ordinance authorizes obligations for the purpose of aiding a housing authority with respect to one or more housing projects located within the City and as to which the State of New Jersey or federal government have contracted to furnish financial assistance.

Section 2. In order to finance the cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$6,650,000 pursuant to the Local Redevelopment and Housing 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 Redevelopment and Housing Law.

Section 3. The improvement hereby authorized and the purpose for which the bonds are to be issued is the provision of aid to the Ocean City Housing Authority (the "Housing Authority") with respect to certain housing projects located within the City, including the construction of a new housing project at the property shown on the Ocean City Tax Map as Block 605, Lot 1 ("Speitel Manor"), the relocation of residents from the hereafter defined Peck's Beach Village, North to Speitel Manor, the subsequent demolition of the existing residences located at the property shown on the Ocean City Tax Map as Block 309, Lots 1 & 2, and Block 310, Lot 14 ("Peck's Beach Village, North") and the repair, renovation and rehabilitation of the existing housing project known as Bay View Manor, located at the property shown on the Ocean City Tax Map as Block 605, Lot 1, including all work and materials necessary therefor and incidental thereto. The improvements authorized hereby are being undertaken on behalf of the City by the Housing Authority pursuant to a Shared Services Agreement between the City and Housing Authority, in satisfaction of a portion of the City's obligation to provide affordable housing units in compliance with the City's Settlement Agreement with Fair Share Housing Center.

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 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 Redevelopment and Housing 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 purpose described in Section 3 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) Pursuant to N.J.S.A. 40A:12A-37(c), the obligations authorized herein shall mature in annual installments commencing not more than two and ending not more than forty years from the date of issuance.

(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 bond anticipation notes provided in this bond ordinance by \$6,650,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$1,500,000 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 several purposes or improvements.

(e) The obligations of the City authorized by this bond ordinance shall bear interest at a maximum rate of not to exceed nine (9.00%) per centum per annum.

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

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Jay A. Gillian, Mayor

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Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 14<sup>th</sup> day of March, 2019, and was taken up for a second reading and final passage at a meeting of said Council held on the 28<sup>th</sup> day of March, 2019, in Council Chambers at City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

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Melissa Rasner, City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 1

**CONSENTING TO THE MAYOR’S APPOINTMENT  
OF VINCENT BEKIER AS THE DIRECTOR OF  
COMMUNITY DEVELOPMENT FOR THE CITY OF OCEAN CITY**

**WHEREAS**, the Administrative Code of the City of Ocean City authorizes the Mayor to appoint Department Heads with the advice and consent of Council; and

**WHEREAS**, the term of Department Heads is coterminous with that of the Mayor; and,

**WHEREAS**, Mayor Gillian has upon advice of council members and others nominated Vincent Bekier as the Director of Community Development, effective April 1, 2019; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, that the Council consents to the Mayoral appointment of Vincent Bekier as Director of Community Development for the term of the Mayor and thereafter until the appointment and qualification of his successor.

\_\_\_\_\_  
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 ..... 2019.

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

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 2

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR  
CITY CONTRACT #18-40, MUSIC PIER ROOF REPLACEMENT**

**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 #18-40, Music Pier Roof Replacement.

\_\_\_\_\_  
Peter V. Madden  
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, April 3, 2019 with the bid proposal opening scheduled on Tuesday, April 30, 2019 and an anticipated date of award on Thursday, May 9, 2019.

Files: RAU 18-40 Music Pier Roof Replacement.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 ..... 2019

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

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

**RESOLUTION**

**# 3**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY & TWISTED BOOKING & THE ERNEST EVANS CORPORATION F/S/O CHUBBY CHECKER FOR THE APPEARANCE OF CHUBBY CHECKER & THE WILDCATS AS THE SPECIAL GRAND MARSHALL FOR THE NIGHT IN VENICE PARADE ON SATURDAY, JULY 13, 2019 AND A NIGHT IN VENICE CONCERT ON FRIDAY, JULY 12, 2019**

**WHEREAS**, the City of Ocean City requires artist supplied productions services to promote arts & tourism in the City of Ocean City, New Jersey; and

**WHEREAS**, it is determined to be in the best interests of the City of Ocean City to have said cultural professional artist supplied productions services; and

**WHEREAS**, Twisted Booking & The Ernest Evans Corporation F/S/O Chubby Checker has the required expertise, artist relations, and has successfully performed these services across the United States of America; and

**WHEREAS**, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract issued in the calendar year 2019 with said firm will exceed \$17,500.00; and

**WHEREAS**, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that Twisted Booking & The Ernest Evans Corporation F/S/O Chubby Checker be awarded an alternative-non-advertised contract for the appearance of Chubby Checker & The Wildcats as the special Grand Marshall for the Night In Venice Parade on Saturday, July 13, 2019 and a Night In Venice Concert on Friday, July 12, 2019; 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**, Twisted Booking & The Ernest Evans Corporation F/S/O Chubby Checker has completed and submitted a Business Entity Disclosure Certification which certifies Twisted Booking & The Ernest Evans Corporation F/S/O Chubby Checker 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 Twisted Booking & The Ernest Evans Corporation F/S/O Chubby Checker from making any contributions through the term of the contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City of Ocean City that it does hereby award an alternative method contract to **Twisted Booking & The Ernest Evans Corporation F/S/O Chubby Checker, 320 Fayette Street, Conshohocken, PA 19428** for the professional artist supplied appearance of Chubby Checker & The Wildcats as the special Grand Marshall for the Night In Venice Parade on Saturday, July 13, 2019 and a Night In Venice Concert on Friday, July 12, 2019. The estimated contract value is \$35,000.00 including performance, hospitality and travel for artist, guest and all staff.

1. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As productions are required, the City Purchasing Manager shall issue a purchase order for those productions based on the availability of funds. No productions shall be held without first obtaining a purchase order for said service.
2. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for 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

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

**BE IT FURTHER RESOLVED** by the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Twisted Booking & The Ernest Evans Corporation F/S/O Chubby Checker, 320 Fayette Street, Conshohocken, PA 19428 for the professional artist supplied appearance of Chubby Checker & The Wildcats as the special Grand Marshall for the Night In Venice Parade on Saturday, July 13, 2019 and a Night In Venice Concert on Friday, July 12, 2019, 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 Account #T-12-56-173-034.

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato, III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

Files: RAW Twisted Booking - Ernest Evans Corp - Chubby Checker & The Wildcats.docx

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 ..... 2019

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

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





DEPARTMENT OF COMMUNITY  
SERVICES

# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## MEMO

Date : March 8, 2019

TO: Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Chubby Checker Concert

This contract is with The Ernest Evans Corp. for a concert by Chubby Checker and the Wildcats on July 12, 2019. This show will kick off Night In Venice Weekend and will include an appearance in the Parade by Chubby Checker. This show will attract visitors to the city and help promote the town for tourism. The total cost for the show and appearance is \$35,000. The cost will be offset by ticket sales to the show.

# **TWISTED BOOKING**

[www.chubbychecker.com](http://www.chubbychecker.com)

320 Fayette Street  
Conshohocken, PA 19428

Phone: 610-834-9201  
[bookings@thelasttwist.com](mailto:bookings@thelasttwist.com)

Agreement made this date, March 1, 2019 by and between The Ernest Evans Corp. F/S/O Chubby Checker (hereinafter referred to as Artist) and City of Ocean City. (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

**ARTIST(S):** Chubby Checker and The Wildcats 100% Headline Billing

**EVENT :** Night In Venue Concert and Special Grand Marshal at 2019 Night in Venice Boat Parade  
**VENUE** 825 Boardwalk  
Ocean City, NJ 08225

**Purchaser:** City of Ocean City, NJ  
825 Boardwalk  
Ocean City, NJ

**Contact:** Michael Hartman, Events Coordinator  
609-525-9284; [mhartman@ocnj.us](mailto:mhartman@ocnj.us)

**Signatory** Michael Allegretto for City of Ocean City, NJ

<b>DATE(S)</b>	July 12, 2019 and July 13, 2019	<b>No. Days/Shows</b> 2/2
<b>TYPE:</b>	Concert 75 minutes (July 12, 2019) July 13, 2019 Special Guest Grand Marshal – 2019 Venice Boat Parade	<b>Show Time</b> 7:30 p.m.  <b>Report:</b> 4:30 p.m. <b>Board Boat:</b> 5:15 p.m. <b>Parade:</b> 5:30 p.m.- 8:00 p.m.

**TICKETS:** (for concert) Capacity 930

**TICKET PRICE:** \$35 and \$25

**TERMS:** \$ 30,000 USD Total Flat Guarantee for concert and appearance as Special Guest Grand Marshal for Night in Venue Boat Parade plus \$500 travel stipend. Artist shall be paid in full rain or shine.

**ADDITIONAL PROVISIONS:** Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist, any and all tour rider requirements and any other reasonable rider requirements including, stage, power, security, etc.) Purchaser to provide and pay for backline, sound and lights; Seven (7) king hotel rooms for one night July 12, 2019 and two (2) king hotel rooms for July 13, 2019. Purchaser to provide backstage hospitality as well dinner night of concert. No alcohol. Purchaser to provide backstage hospitality on boat. No ground travel provided. Artist to receive 20 comps. The deposit will be non-refundable if any provision of this contract, addendums, or rider is breached by the purchaser. Artist will be paid in full – rain or shine. No professional videotaping or photographing of show.

Initial \_\_\_\_\_ EE

Initial \_\_\_\_\_ MA

-Continued page 2-

2  
Chubby Checker/ City of Ocean City, NJ Page 2

**Radius/Exclusivity:** Artist may not perform publicly for 75 miles for two months before event and one month after without written permission of purchaser..

**Merch:** 80%-20% with staff person from Ocean City, NJ to oversee sales.

**PAYMENTS:** 50% deposit (\$15,000 USD ) payable to The Ernest Evans Corp. upon fully executed contract. The balance of the guarantee, \$15,000 shall be paid to Artist or Artist's representative no later than just prior to sound check (American funds), certified/cashier's check or money order. Artist's certified/cashier's checks should be made payable to The Ernest Evans Corp. F/S/O Chubby Checker City check acceptable

The Ernest Evans Corp. Direct Wire Information: Wells Fargo Bank  
Swift Code: WFBUS6S  
Account # 6927010402  
Routing # 121000248

It is expressly understood by the Purchaser(s) and the Artists who are party to this contract that neither the Ernest Evans Corporation nor its officers, nor its employees are party to this contract in any capacity and that neither the Ernest Evans Corporation, nor its officers nor its employees are liable for the performance, breach or any provisions contained herein.

This contract shall not be binding unless signed by all parties hereto. Should any rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract. In the event of a conflict between any such attached Addendum and/or Rider and this Agreement, the attached Addendum and/or Rider, as applicable, shall govern. Purchaser's offer attached.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

The Ernest Evans Corp. F/S/O Chubby Checker  
Ernest Evans Fed ID#: 23-2174350

X \_\_\_\_\_ Date \_\_\_\_\_

C/O Ernest Evans  
Twisted Booking  
320 Fayette Street, 2nd Floor  
Conshohocken, PA 19428  
Phone: 610-834-9201  
[eevans@thelasttwist.com](mailto:eevans@thelasttwist.com)  
[www.chubbychecker.com](http://www.chubbychecker.com)

Michael Allegretto City of Ocean City, NJ

X \_\_\_\_\_ Date \_\_\_\_\_

Michael Allegretto  
For City of Ocean City, NJ  
825 Boardwalk  
Ocean City, NJ

**RESOLUTION**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY &  
UNITED TALENT AGENCY & PRM ENTERTAINMENT, INC. F/S/O/PATINA MILLER  
FOR THE APPEARANCE OF PATINA MILLER  
AT THE OCEAN CITY MUSIC PIER ON SUNDAY, JULY 14, 2019**

**WHEREAS**, the City of Ocean City requires artist supplied productions services to promote arts & tourism in the City of Ocean City, New Jersey; and

**WHEREAS**, it is determined to be in the best interests of the City of Ocean City to have said cultural professional artist supplied productions services; and

**WHEREAS**, United Talent Agency & PRM Entertainment, Inc. F/S/O/Patina Miller has the required expertise, artist relations, and has successfully performed these services across the United States of America; and

**WHEREAS**, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract issued in the calendar year 2019 with said firm will exceed \$17,500.00; and

**WHEREAS**, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that United Talent Agency & PRM Entertainment, Inc. F/S/O/Patina Miller be awarded an alternative-non-advertised contract for the appearance of Patina Miller at the Ocean City Music Pier on Sunday, July 14, 2019; 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**, United Talent Agency & PRM Entertainment, Inc. F/S/O/Patina Miller, has completed and submitted a Business Entity Disclosure Certification which certifies United Talent Agency & PRM Entertainment, Inc. F/S/O/Patina Miller, 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 United Talent Agency & PRM Entertainment, Inc. F/S/O/Patina Miller, from making any contributions through the term of the contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City of Ocean City that it does hereby award an alternative method contract to **United Talent Agency & PRM Entertainment, Inc. F/S/O/Patina Miller, 880 Seventh Avenue, 7<sup>th</sup> Floor, New York, NY 10106** for the professional artist supplied appearance of Patina Miller at the Ocean City Music Pier on Sunday, July 14, 2019. The estimated contract value is \$35,000.00 including performance, hospitality and travel for artist, guest and all staff.

1. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As productions are required, the City Purchasing Manager shall issue a purchase order for those productions based on the availability of funds. No productions shall be held without first obtaining a purchase order for said service.
2. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for 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

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

**BE IT FURTHER RESOLVED** by the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with United Talent Agency & PRM Entertainment, Inc. F/S/O/Patina Miller, 880 Seventh Avenue, 7<sup>th</sup> Floor, New York, NY 10106 for the professional artist supplied appearance of Patina Miller at the Ocean City Music Pier on Sunday, July 14, 2019, 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 Account #T-12-56-173-018 .

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato, III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

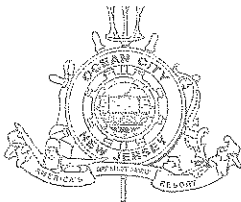
Files: RAW United Talent Agency & PRM Entertainment, Inc. – Patina Miller.docx

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 ..... 2019

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

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



DEPARTMENT OF COMMUNITY  
SERVICES

# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## MEMO

Date : March 8, 2019

T0: Joeseeph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Performance with the Pops

This contract is with United Talent Agency and PRM Entertainment, Inc. for a performance by Patina Miller with the Ocean City Pops. The performance will be July 14 and include an appearance in the Night In Venice boat parade by Patina Miller. Her appearance and performance will help to attract visitors and tourist to the city. The total cost of the contract is \$35,000. The cost will be offset by ticket sales for the event.



**UNITED TALENT  
AGENCY**

Contract #: 1025178  
Agency License: 2029434-DCA  
Agent: Mary Petro  
Phone: (212) 659-2600  
[Petro\\_M@unitedtalent.com](mailto:Petro_M@unitedtalent.com)

Agreement made Thursday, March 7, 2019 by and between PRM Entertainment, Inc. F/S/O Patina Miller ('Artist') and City of Ocean City ('Purchaser').

It is mutually agreed that the Purchaser engages the Artist to perform the following engagement(s) upon the terms and conditions hereinafter set forth. Attached Exhibit A - Additional Terms and Conditions and Artist's Rider are made part of this Agreement by this reference.

**1. Artist:** Patina Miller  
**Loanout/Producer:** PRM Entertainment, Inc. **Tax ID:** 26-3987239

**2. Billing:** Headline

**3. Engagement Venue:** Ocean City Music Pier  
825 Boardwalk  
Ocean City, New Jersey 8226  
United States

**4. Date of Engagement:** Sunday, July 14, 2019 **No. Shows:** One (1)  
Rehearsal to take place from 2:30-5:00pm on the day of performance, subject to advance.  
Show: 7:30pm  
Concert length will be approximately 115-120 minutes, including a 15-minute intermission.

**5. Deal:** \$30,000.00 USD Flat Guarantee  
PLUS Purchaser to provide and pay for up to four (4) first class hotel room accommodations for two (2) nights at an ARTIST-approved hotel, per ARTIST specifications.  
Purchaser to provide and pay for private, first class/professional local ground transportation from airport-hotel-venue per ARTIST specifications.  
Purchaser to provide and pay for S&L, conductor, backline, catering, and hospitality per ARTIST rider and specifications.  
Purchaser to pay for all costs associated with renting charts for the performance.  
Purchaser to reserve ten (10) comps for ARTIST use in orchestra section no further than fourth row.

**6. Payments:** All payments shall be paid by PURCHASER in US Dollar (unless otherwise mentioned)

<u>Due Date</u>	<u>Amount</u>	<u>Comments</u>
6/14/2019	\$15,000.00	Deposit - 50%
7/14/2019	\$15,000.00	Balance

**Deposit Remittance:** **PAYMENT MAILING INFO:**  
Attention: Mary Petro  
United Talent Agency  
888 Seventh Avenue  
7th Floor  
New York, NY 10106  
Check Made Out To: PRM Entertainment, Inc.

**BANK WIRE INFO:**  
United Talent Agency, LLC  
C/O City National Bank  
Credited To: PRM Entertainment, Inc.  
400 N. Roxbury Dr Beverly Hills, CA 90210  
ABA Routing: 122-016-066  
Account: 123-947-126  
Swift: CINAUS6L

**Balance Remittance:** UNITED TALENT AGENCY, INC. to accept delivery of any and all checks and/or sums of money which may, from time to time, be or become payable by you to the artist. This authorizes you to mail and/or messenger sums of money to UNITED TALENT AGENCY, 888 7th Ave, 7 FL, New York, NY 10106.

**7. Tickets:** Capacity: 930

**8. Radius Clause:** ARTIST agrees to not appear in orchestral concert within a 75 mile radius of the venue two months before and after Event, unless mutually agreed.

**9. Additional Provisions:** Artist agrees to appear at the Night in Venice Boat Parade on July 13, 2019 - time and duration to be mutually agreed.

Purchaser requests a post-performance meet and greet at Venue on July 14, 2019 for a maximum of thirty (30) minutes - number of people to be approved by ARTIST in advance.

**10. Buyer Signed Contract:** Buyer signed contract and rider due to United Talent Agency no later than Friday, June 14, 2019

<b>11. Event Contacts:</b>	<b>Promoter Company</b> City of Ocean City 861 ASBURY AVENUE CITY HALL OCEAN CITY, NJ 08226-3642 609-525-9295 www.ocnj.us  <b>Purchaser</b> Michael Hartman Phone: 609-525-9284 Email: mhartman@ocnj.us	<b>Marketing</b> Doug Bergen Email: dbergen@ocnj.us  <b>Production</b> Michael Dress Email: mdress@ocnj.us
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It is expressly understood by the Purchaser and Artist who are party to this contract that United Talent Agency, LLC, its employees, shareholders and affiliate entities are not party(ies) to this contract in any capacity. United Talent Agency, LLC, its shareholders, employees, officers and affiliate entities shall not be liable for any party's performance or breach of any terms or provisions contained herein.

By: X \_\_\_\_\_

SIGNATURE OF PURCHASER

Michael Hartman  
City of Ocean City  
861 ASBURY AVENUE  
CITY HALL  
OCEAN CITY, NJ 08226-3642  
Email: mhartman@ocnj.us  
Phone: 609-525-9284

By: X \_\_\_\_\_

SIGNATURE OF ARTIST

Patina Miller  
PRM Entertainment, Inc.



## Exhibit A

### Additional Terms and Conditions

Artist: Patina Miller

#### 1. Reproduction of Performance:

Purchaser shall not authorize any third party to record, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder. If Purchaser televises the performance hereunder on a jumbotron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance.

#### 2. Merchandise:

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of Artist merchandise including, but not limited to, articles of clothing (i.e., t-shirts, hats, etc.), posters, stickers, and any other merchandise Artist wishes to sell within Artist's discretion, on the premises of the place of performance without any participation in the proceeds by Purchaser, subject to concessionaire's requirements, if any.

#### 3. Right to Likeness:

Artist's name, likeness, image, and/or biographical data shall not be used by Purchaser or any other party under the control of Purchaser, to endorse, promote or otherwise advertise Purchaser, any commercial tie-in, any sponsor, or any other product or service connected with Purchaser, unless otherwise agreed between Artist and Purchaser, in writing, prior to Artist's arrival at the performance venue.

#### 4. Termination:

In the event Purchaser refuses or neglects to provide any of the material items or to perform any of its material obligations per the Agreement and this Exhibit A, and/or fails to timely make any of the payments as provided herein, then Artist shall have the right, in addition to any other remedies which may be available to Artist at law and in equity, to refuse to perform in accordance with the terms of the Agreement, to retain any amounts theretofore paid to Artist (or Artist's designee) by Purchaser (or Purchaser's designee), and, Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee set forth in the Agreement. In addition, if on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser worsens after Purchaser and Artist's representative agree to the performance which is the subject hereof, then Artist shall have the right to cancel this engagement without penalty by notice to Purchaser to that effect, and Artist shall have the right to retain any and all deposit monies paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee herein set forth.

#### 5. Sickness / Accident / Force Majeure:

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence" it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. The parties acknowledge and agree that the occurrence of the H1N1 virus (i.e., swine flu) in an area in close proximity to the performance venue shall not in and of itself be deemed a Force Majeure Occurrence, unless the US Department of Health and Human Services officially declares the virus to be an epidemic affecting the particular state in which the performance is scheduled to take place.

#### 6. Controlling Authority:

Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

#### 7. Weather:

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by Purchaser to Artist notwithstanding. If Artist is present, ready, willing and able to render its services as contracted hereunder, irrespective of weather, the full amount of the Artist Guarantee shall be paid by Purchaser to Artist.

#### 8. Cancellation:

Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof as least thirty (30) days prior to the date of performance. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.

#### 9. Independent Contractor:

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contract shall not in any way be construed so as to create a partnership, employer/employee relationship or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions hereof or otherwise.

#### 10. Authority for Inconsistencies:

In the event of any inconsistency(ies) between the provision of the Agreement (including Exhibit A) and the provision(s) of any rider, addendum, exhibit or any

other attachments hereto, the parties agree that the provisions of this Agreement shall control.

#### 11. Indemnification:

Purchaser hereby indemnifies and hold Artist, as well as Artist's agents, representatives, principals, employees, contractors, officers and directors 'Indemnitees' harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred or suffered by or threatened against Artist or any of the Indemnitees in connection with or as a result of:

- (a) any act or failure to act by Purchaser, its employees, agents, representatives, contractors, officers and/or directors 'Purchaser Parties'
- (b) Purchaser's and/or Purchaser Parties' breach of any of the warranties and representations made by Purchaser hereunder or in any addendum or rider(s) attached hereto;
- (c) Purchaser's and/or Purchaser Parties' breach of any of the terms hereof and/or of any addendum and/or rider(s) attached hereto;
- (d) any claim for personal injury or property damage or other brought by or on behalf of any third party as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of Artist.

#### 12. Dispute Resolution:

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of California without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the federal courts of the State of California shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.

#### 13. Conflict of Laws:

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

#### 14. United Talent Agency, LLC as Agent:

It is agreed that United Talent Agency, LLC 'Agent' is not a party to the contract and acts herein only as the agent for Artist. As such, Agent is not responsible for any act of commission or omission on the part of either Purchaser or Artist. In furtherance thereof and for the benefit of Agent, it is agreed that neither Artist or Purchaser will name or join Agent as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of Purchaser or Artist hereunder. If at any time there shall be a controversy between Purchaser and Artist with respect to the monies for the performance(s) covered hereunder which are held by Agent in its trust account 'Trust Funds' Agent may upon notice to Purchaser and Artist either: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) deposit the Trust Funds in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Trust Funds in accordance herewith, the obligations of the Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this Agreement.

#### 15. Assignment / Transfer :

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, 'Purchaser' and 'Artist' as used herein shall include and apply to the singular, the plural and all genders.

#### 16. Counterparts:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

#### 17. Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

#### 18. Confidentiality:

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).

#### 19. Security and Insurance:

(a) Purchaser agrees to provide security personnel and take all security measures to ensure the safety of Artist at all times during the engagement hereunder. Purchaser's failure to provide such security and/or to ensure Artist's safety shall be a material breach of this Agreement and governed by the terms of

Paragraph 4 herein.

(b) On the date of the contracted performance and through completion of Artist's load-out, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than \$1,000,000 (US) per occurrence to cover its liability as noted above, and worker's compensation insurance for Purchaser's employees in accordance with legal requirements. As soon as reasonably possible after execution hereof, Purchaser shall provide Artist with a certificate evidencing the above insurance.

20. Licenses:

Purchaser shall be responsible for acquiring all licenses, permits and authorizations required to be obtained from all union(s), guild(s), performing rights societies, and public authorities having jurisdiction over the presentation of the performance, and all such licenses, permits and authorizations shall be valid and current as of the performance date and during the Term of this Agreement.

21. Limitation of Liability:

Notwithstanding anything to the contrary contained herein: (i) in no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any cause whatsoever; and (ii) in no event shall Artist's liability to Purchaser hereunder exceed the amount of the deposits and/or fees paid to Artist hereunder.

**RESOLUTION**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND  
SCOTT COULTER/SPOT ON ENTERTAINMENT FOR THE APPEARANCE OF  
THE JERSEY BOYS AND GIRLS SHOW WITH THE OCEAN CITY POPS ON  
SUNDAY, AUGUST 4, 2019 AT THE OCEAN CITY MUSIC PIER**

**WHEREAS**, the City of Ocean City requires artist supplied productions services to promote arts & tourism in the City of Ocean City, New Jersey; and

**WHEREAS**, it is determined to be in the best interests of the City of Ocean City to have said cultural professional artist supplied productions services; and

**WHEREAS**, Scott Coulter/Spot On Entertainment has the required expertise, artist relations, and has successfully performed these services across the United States of America; and

**WHEREAS**, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract issued in the calendar year 2019 with said firm will exceed \$17,500.00; and

**WHEREAS**, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that Scott Coulter/Spot On Entertainment, 313 West 118<sup>th</sup> Street, Suite 4H, New York, NY 10026 be awarded an alternative-non-advertised contract for the Jersey Boys and Girls Show with the Ocean City Pops on Sunday, August 4, 2019 at the Ocean City Music Pier; 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**, Scott Coulter/Spot On Entertainment, has completed and submitted a Business Entity Disclosure Certification which certifies Scott Coulter/Spot On Entertainment, 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 Scott Coulter/Spot On Entertainment, from making any contributions through the term of the contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City of Ocean City that it does hereby award an alternative method contract to **Scott Coulter/Spot On Entertainment, 313 West 118<sup>th</sup> Street, Suite 4H, New York, NY 10026** for the Jersey Boys and Girls Show with the Ocean City Pops on Sunday, August 4, 2019 at the Ocean City Music Pier. The estimated contract value is \$14,000.00 including hospitality and travel for artist, guest and all staff.

1. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As productions are required, the City Purchasing Manager shall issue a purchase order for those productions based on the availability of funds. No productions shall be held without first obtaining a purchase order for said service.
2. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for 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

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

BE IT FURTHER RESOLVED by the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Scott Coulter/Spot On Entertainment, 313 West 118<sup>th</sup> Street, Suite 4H, New York, NY 10026 for the Jersey Boys and Girls Show with the Ocean City Pops on Sunday, August 4, 2019 at the Ocean City Music Pier, 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 Account #T-23-56-173-018.

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato, III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

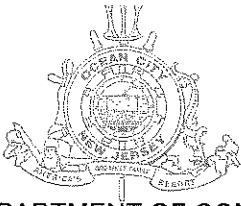
Files: RAW Spot On Entertainment-Jersey Boys Show.docx

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 ..... 2019

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

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



DEPARTMENT OF COMMUNITY  
SERVICES

# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

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## MEMO

Date : March 13, 2019

T0: Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Performance with the Pops

---

This contract is with Spot on Entertainment for the performance of their show Jersey Boys and Girls with the Ocean City Pops. This will be an attraction during August and help promote the town to visitors and tourist. The total cost of the contract is \$14,000. The tickets sales for the show will offset the cost for the performance.



313 West 118th Street, Suite 4H, New York, NY 10026

# **JERSEY BOYS AND GIRLS CONTRACT**

**ANY ATTACHED RIDER IS AN INTEGRAL PART OF THIS CONTRACT**

AGREEMENT made the 11th day of March, 2019, between **THE CITY OF OCEAN CITY** (herein referred to as **PRESENTER**) and **SCOTT COULTER/SPOT-ON ENTERTAINMENT** (herein referred to as **ARTIST**).

IT IS MUTUALLY AGREED between the parties as follows:

The **PRESENTER** hereby engages the **ARTIST**, and the **ARTIST** hereby agrees, to perform in the production entitled, and to be billed as, **JERSEY BOYS AND GIRLS** and to abide by all of the Terms and Conditions set forth, including those in the attached Technical Rider.

## **1. PLACE OF ENGAGEMENT**

Music Pier (Boardwalk at Moorlyn Terrace)  
Ocean City, NJ 08226

## **2. DATE(S) & TIME(S) OF ENGAGEMENT(S)**

Number of Shows: 1

Show Schedule: 7:30 pm, Sunday, August 4th, 2019.

Rehearsal Schedule: 2:30 – 5:00 on day of concert

## **3. BILLING (in all forms of Advertising): 100% headline billing**

**4. FEE AGREED UPON**

\$12,000 (Twelve Thousand Dollars)

Fee Agreed Upon Shall Remain Strictly CONFIDENTIAL Between The Parties.

**5. PRODUCTION AND CATERING:**

a. Presenter must be able to accommodate all TECHNICAL RIDER requirements including production, sound, light, catering and local ground.

**6. TRANSPORTATION AND ACCOMMODATIONS:**

a. Air transportation: NA

b. Hotel accommodations: 5 king, non-smoking rooms for the evening of the show.

c. Ground: NA

d. Meals: See TECHNICAL RIDER or do a \$1,000 buyout.

**7. SPECIAL PROVISIONS:**

a. Artist will be available for advance publicity.

b. Artist agrees to attend Meet & Greet for Presenter VIPs if desired.

c. Presenter agrees to provide 10 artist comps per show.

**8. ARTIST RIDER:** Presenter shall provide and pay for all terms and conditions contained in the TECHNICAL RIDER and shall fully comply with all provisions thereof.

**9. CURRENCY AND EXCHANGE RATE:** N/A



**10. PAYMENT TERMS:**

A **DEPOSIT** in the amount of \$6,000.00 is payable as follows:  
\$6,000.00 is due on or before June 30, 2019. Check(s) shall be made payable to SPOT-ON ENTERTAINMENT (EIN: 81-4872146). Remit payment to:

Scott Coulter  
Spot-On Entertainment  
313 West 118th St, Suite 4H  
New York, NY, 10026

Payment of the **BALANCE** of \$6,000.00, in the form of Check, Cashier's Check, Certified Funds or Money Order, should be made payable to SPOT-ON ENTERTAINMENT, and mailed to address listed above, for receipt **NO LATER THAN August 4th, 2019**. Payment of **BALANCE** may be handed directly to **ARTIST** before concert if agreed to by **PRESENTER** and **ARTIST**.

**11. MERCHANDISING:** **ARTIST** shall have the right to sell merchandise and receive 90% of merchandise revenue. **PRESENTER** shall provide space, tables, and staffing to sell **ARTIST** merchandise. **PRESENTER** shall receive 10% of merchandise revenue.

The attached Technical Rider is an integral part of this Agreement. Agreement may be modified only by mutual consent of all parties. Any modification shall be in writing and signed by both parties. The Agreement can not be assigned by either party.

Parties agree to the full performance of the conditions and provisions contained herein.

**BY MANAGEMENT:** \_\_\_\_\_  
SPOT-ON ENTERTAINMENT

**BY PRESENTER:** \_\_\_\_\_

CITY OF OCEAN CITY





313 West 118th Street, Suite 4H, New York, NY 10026

## A STAR IS BORN: THE CONCERT TECHNICAL RIDER

**NOTE:** All deviations from this rider must be approved.

**CONTACT:** Each presenter should receive a minimum of two telephone contacts before the arrival of company. A representative of the ARTISTS should contact the local presenter and/or the Venue Technical Director approximately two weeks prior to the first engagement, the Venue Technical Director, no later than two weeks before the scheduled performance and again approximately 24-48 hours before the performance date to reconfirm. Please give us the most appropriate contact to discuss the technical details (lights, stage, facility, etc.)

**PRESENTER, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Venue/Technical Director

NAME \_\_\_\_\_

PH: (     ) \_\_\_\_\_

email: \_\_\_\_\_

**ARRIVAL TIME:** Upon initial contact, ARTISTS to provide the actual arrival time.

**LOCAL PRESENTER/PURCHASER AGREES TO FURNISH AT OWN EXPENSE-**

**STAGE REQUIREMENTS:** Standard concert set-up. Stage should be swept clean and cleared of all equipment, debris, etc. prior to ARTIST'S arrival.

Number of people in touring company: 5.

Number of people performing on stage: 4

**PRESENTER shall furnish three (3) identical backless black wooden stools, 30" in height.**

**PIANO REQUIREMENTS:** One (1) Concert Grand or Baby Grand Piano, in excellent condition, to be tuned to "A-440" on the morning of the performance after the piano is set on stage is preferred. Any other "excellent" concert grand should be acceptable. One adjustable piano bench and one clip light or small lamp. Piano should be placed mid to downstage just right of center.

**AUDIO REQUIREMENTS:** PRESENTER shall provide and pay for a suitable house-facing system and suitable stage monitor system with equalizer adequate to cover performance area.

**System shall include:**

**Mixing console / Effects:**

- \* At least 24 channel professional mixing console with at least four sub masters and two auxiliary sends will be required.
- \* Console should also include a phase reverse and phantom power (48v) capability.
- \* Effects rack (1 reverb unit, equalizers, record equipment as necessary.)

**Microphones / Accessories:**

- \* THREE (3) UHF HAND HELD (not lavalier) wireless microphones. Sennheiser Evolution G1 Series (preferred), Shure UR2 series with Beta 58/87 or SM58 heads (alternate), or Shure ULX series (same heads as above) (minimum acceptable.)
- \* Boomstand with mic (either corded or wireless) for PIANIST.
- \* Sufficient DA's, cabling and misc as required for the band. Piano: High-SM57, Low-SM57
- \* Five (5) microphone stands. Four (4) identical straight stands and one (1) boom stand for piano vocals.
- \* Two (2) vocal floor monitors for ARTISTS (wedges splitting center at stage-front.)
- \* One (1) vocal floor monitor just upstage of piano for PIANIST.
- \* Drum Kit Specs: Drumset Jazz sizes: 20" or 18" bass drum, Snare drum and stand, 12" mounted Tom, 14" Tom, Hi hat stand, 4 cymbal stands and drum throne.
- \* Stage monitor console split from main PA, capable of at least three (3) different mixes.

**LIGHTING REQUIREMENTS:** PRESENTER shall provide and pay for adequate and professional stage lighting, including at least two (2) follow spots for performance space.

**LOCAL CREW REQUIREMENTS:** PRESENTER shall provide and pay for a competent sound technician, lighting technician and stage manager or tech director commencing with load-in through tech check, rehearsal and performance. PRESENTER shall provide and pay for at least two (2) competent spot operators commencing with tech check through rehearsal and performance.

**LOAD-IN CREW:** Number needed for Load-in: 0, Load-out: 0, number of hour prior to performance: N/A

**REHEARSAL REQUIREMENTS:** Auditorium and concert piano should be available for rehearsal for approximately two hours on the day of the performance, beginning four (4) hours prior to the performance.

- \* All technical requirements (including hanging and focusing of lights) to be completed prior to ARTIST'S arrival.
- \* ARTISTS will arrive by \_\_\_\_\_ pm on the day of the performance for rehearsal with band and sound check
- \* ARTISTS shall be provided two (2) hours minimum for sound check with crew and sound designer/technician, three (3) hours if using local bass & drummer.
- \* ARTISTS shall require a two (2) hour break between sound check and performance.

**DRESSING ROOM REQUIREMENTS:** Three private dressing rooms on the same floor with easy access to the stage, furnished with chairs, table, lighted mirrors, clothes rack with adequate hangers, and wastebasket. The dressing rooms should have access to private bathrooms with

hot and cold running water, adequately supplied with fresh soap, towels, tissues, paper towels and should be adequately heated or cooled as necessary.

**HOSPITALITY:**

- \* Room-temperature bottled water
- \* Hot water and an assortment of Teas ("Throat Coat" Tea would be appreciated)
- \* Diet sodas
- \* Honey and Lemon
- \* Fresh fruit
- \* Cheese & Crackers
- \* Coffee
- \* Hot catered healthy meal for cast in between sound check and performance. Preferred items are salads, pasta dishes (no cream sauces), chicken and vegetables.
- \* Fresh towels
- \* Full length mirror

**RECEPTIONS:** The ARTISTS will be happy to attend receptions, however due to the rigorous tour schedule, sometimes the ARTISTS may not be available. Before attending a reception, the company may also need to complete their touring duties and equipment load-out. Please clear all receptions in advance with the representative of the tour upon initial contact. The company will ALWAYS try to accommodate.

**MERCHANDISE:** The ARTISTS may have merchandise for sale. Presenter agrees to provide one table and one/two volunteer(s) to sell recordings before the concert, at intermission, and after the concert.

**COMPS:** The ARTISTS will be given a minimum of ten (10) comp tickets for each performance.

**INDEMNITY:** PRESENTER shall indemnify ARTISTS and musicians and hold ARTISTS and musicians and each of the ARTIST'S employees, agents, representatives and attorneys harmless from and against any and all claims, demands, actions, damages and liabilities, costs and expenses arising out of or in connection with any bodily injury, death or loss of or damage due to property, which occurs in connection with any performance rendered or to be rendered by artists during this engagement unless same is caused by the tortuous conduct of ARTISTS or any employees or agents of ARTISTS.

ACCEPTED: \_\_\_\_\_  
(Presenting Organization)

CITY/STATE: \_\_\_\_\_

BY: \_\_\_\_\_

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**# 6**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND  
SCOTT COULTER/SPOT ON ENTERTAINMENT FOR THE APPEARANCE OF  
A STAR IS BORN: THE CONCERT WITH THE OCEAN CITY POPS ON  
SUNDAY, SEPTEMBER 1, 2019 AT THE OCEAN CITY MUSIC PIER**

**WHEREAS**, the City of Ocean City requires artist supplied productions services to promote arts & tourism in the City of Ocean City, New Jersey; and

**WHEREAS**, it is determined to be in the best interests of the City of Ocean City to have said cultural professional artist supplied productions services; and

**WHEREAS**, Scott Coulter/Spot On Entertainment has the required expertise, artist relations and has successfully performed these services across the United States of America; and

**WHEREAS**, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract issued in the calendar year 2019 with said firm will exceed \$17,500.00; and

**WHEREAS**, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that Scott Coulter/Spot On Entertainment, 313 West 118<sup>th</sup> Street, Suite 4H, New York, NY 10026 be awarded an alternative-non-advertised contract for a Star is Born: The Concert with the Ocean City Pops on Sunday, September 1, 2019 at the Ocean City Music Pier; 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**, Scott Coulter/Spot On Entertainment, has completed and submitted a Business Entity Disclosure Certification which certifies Scott Coulter/Spot On Entertainment, 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 Scott Coulter/Spot On Entertainment, from making any contributions through the term of the contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City of Ocean City that it does hereby award an alternative method contract to **Scott Coulter/Spot On Entertainment, 313 West 118<sup>th</sup> Street, Suite 4H, New York, NY 10026** for a Star is Born: The Concert with the Ocean City Pops on Sunday, September 1, 2019 at the Ocean City Music Pier. The estimated contract value is \$14,000.00 including hospitality and travel for artist, guest and all staff.

1. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As productions are required, the City Purchasing Manager shall issue a purchase order for those productions based on the availability of funds. No productions shall be held without first obtaining a purchase order for said service.
2. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for 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

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

**BE IT FURTHER RESOLVED** by the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Scott Coulter/Spot On Entertainment, 313 West 118<sup>th</sup> Street, Suite 4H, New York, NY 10026 for a Star is Born: The Concert with the Ocean City Pops on Sunday, September 1, 2019 at the Ocean City Music Pier, 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 Account #T-12-56-173-018.

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato, III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

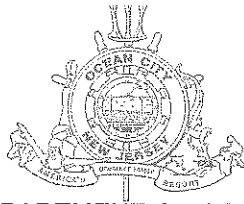
Files: RAW Spot On Entertainment – A Star is Born.docx

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 ..... 2019

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

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



DEPARTMENT OF COMMUNITY  
SERVICES

# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## MEMO

Date : March 13, 2019

T0: Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Performance with the Pops

This contract is with Spot on Entertainment for the performance of their show A Star is Born with the Ocean City Pops. This will be an attraction on Labor Weekend and help promote the town to visitors and tourist. The total cost of the contract is \$14,000. The tickets sales for the show will offset the cost for the performance.





313 West 118th Street, Suite 4H, New York, NY 10026

# **A STAR IS BORN: THE CONCERT CONTRACT**

**ANY ATTACHED RIDER IS AN INTEGRAL PART OF THIS CONTRACT**

AGREEMENT made the 11th day of March, 2019, between THE CITY OF OCEAN CITY (herein referred to as PRESENTER) and SCOTT COULTER/SPOT-ON ENTERTAINMENT (herein referred to as ARTIST).

IT IS MUTUALLY AGREED between the parties as follows:

The PRESENTER hereby engages the ARTIST, and the ARTIST hereby agrees, to perform in the production entitled, and to be billed as, **A STAR IS BORN: THE CONCERT** and to abide by all of the Terms and Conditions set forth, including those in the attached Technical Rider.

## **1. PLACE OF ENGAGEMENT**

Music Pier (Boardwalk at Moorlyn Terrace)  
Ocean City, NJ 08226

## **2. DATE(S) & TIME(S) OF ENGAGEMENT(S)**

Number of Shows: 1

Show Schedule: 7:30 pm, Sunday, September 1st, 2019.

Rehearsal Schedule: 2:30 – 5:00 on day of concert

## **3. BILLING (in all forms of Advertising): 100% headline billing**

**4. FEE AGREED UPON**

\$12,000 (Twelve Thousand Dollars)

Fee Agreed Upon Shall Remain Strictly CONFIDENTIAL Between The Parties.

**5. PRODUCTION AND CATERING:**

a. Presenter must be able to accommodate all TECHNICAL RIDER requirements including production, sound, light, catering and local ground.

**6. TRANSPORTATION AND ACCOMMODATIONS:**

a. Air transportation: NA

b. Hotel accommodations: 5 king, non-smoking rooms for the evening of the show.

c. Ground: NA

d. Meals: See TECHNICAL RIDER or do a \$1,000 buyout.

**7. SPECIAL PROVISIONS:**

a. Artist will be available for advance publicity.

b. Artist agrees to attend Meet & Greet for Presenter VIPs if desired.

c. Presenter agrees to provide 10 artist comps per show.

**8. ARTIST RIDER:** Presenter shall provide and pay for all terms and conditions contained in the TECHNICAL RIDER and shall fully comply with all provisions thereof.

**9. CURRENCY AND EXCHANGE RATE:** N/A

**10. PAYMENT TERMS:**

A **DEPOSIT** in the amount of \$6,000.00 is payable as follows:  
\$6,000.00 is due on or before July 31, 2019. Check(s) shall be made payable to SPOT-ON ENTERTAINMENT (EIN: 81-4872146). Remit payment to:

Scott Coulter  
Spot-On Entertainment  
313 West 118th St, Suite 4H  
New York, NY, 10026

Payment of the **BALANCE** of \$6,000.00, in the form of Check, Cashier's Check, Certified Funds or Money Order, should be made payable to SPOT-ON ENTERTAINMENT, and mailed to address listed above, for receipt NO LATER THAN September 1, 2019. Payment of **BALANCE** may be handed directly to **ARTIST** before concert if agreed to by **PRESENTER** and **ARTIST**.

**11. MERCHANDISING:** **ARTIST** shall have the right to sell merchandise and receive 90% of merchandise revenue. **PRESENTER** shall provide space, tables, and staffing to sell **ARTIST** merchandise. **PRESENTER** shall receive 10% of merchandise revenue.

The attached Technical Rider is an integral part of this Agreement. Agreement may be modified only by mutual consent of all parties. Any modification shall be in writing and signed by both parties. The Agreement can not be assigned by either party.

Parties agree to the full performance of the conditions and provisions contained herein.

**BY MANAGEMENT:** \_\_\_\_\_  
SPOT-ON ENTERTAINMENT

**BY PRESENTER:** \_\_\_\_\_

CITY OF OCEAN CITY



313 West 118th Street, Suite 4H, New York, NY 10026

## **A STAR IS BORN: THE CONCERT TECHNICAL RIDER**

**NOTE:** All deviations from this rider must be approved.

**CONTACT:** Each presenter should receive a minimum of two telephone contacts before the arrival of company. A representative of the ARTISTS should contact the local presenter and/or the Venue Technical Director approximately two weeks prior to the first engagement, the Venue Technical Director, no later than two weeks before the scheduled performance and again approximately 24-48 hours before the performance date to reconfirm. Please give us the most appropriate contact to discuss the technical details (lights, stage, facility, etc.)

**PRESENTER, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Venue/Technical Director

NAME \_\_\_\_\_

PH: (     ) \_\_\_\_\_

email: \_\_\_\_\_

**ARRIVAL TIME:** Upon initial contact, ARTISTS to provide the actual arrival time.

**LOCAL PRESENTER/PURCHASER AGREES TO FURNISH AT OWN EXPENSE-**

**STAGE REQUIREMENTS:** Standard concert set-up. Stage should be swept clean and cleared of all equipment, debris, etc. prior to ARTIST'S arrival.

Number of people in touring company: 5.

Number of people performing on stage: 4

**PRESENTER shall furnish three (3) identical backless black wooden stools, 30" in height.**

**PIANO REQUIREMENTS:** One (1) Concert Grand or Baby Grand Piano, in excellent condition, to be tuned to "A-440" on the morning of the performance after the piano is set on stage is preferred. Any other "excellent" concert grand should be acceptable. One adjustable piano bench and one clip light or small lamp. Piano should be placed mid to downstage just right of center.

**AUDIO REQUIREMENTS:** PRESENTER shall provide and pay for a suitable house-facing system and suitable stage monitor system with equalizer adequate to cover performance area.

**System shall include:**

Mixing console / Effects:

- \* At least 24 channel professional mixing console with at least four sub masters and two auxiliary sends will be required.
- \* Console should also include a phase reverse and phantom power (48v) capability.
- \* Effects rack (1 reverb unit, equalizers, record equipment as necessary.)

Microphones / Accessories:

- \* THREE (3) UHF HAND HELD (not lavalier) wireless microphones. Sennheiser Evolution G1 Series (preferred), Shure UR2 series with Beta 58/87 or SM58 heads (alternate), or Shure ULX series (same heads as above) (minimum acceptable.)
- \* Boomstand with mic (either corded or wireless) for PIANIST.
- \* Sufficient DA's, cabling and mics as required for the band. Piano: High-SM57, Low-SM57
- \* Five (5) microphone stands. Four (4) identical straight stands and one (1) boom stand for piano vocals.
- \* Two (2) vocal floor monitors for ARTISTS (wedges splitting center at stage-front.)
- \* One (1) vocal floor monitor just upstage of piano for PIANIST.
- \* Drum Kit Specs: Drumset Jazz sizes: 20" or 18" bass drum, Snare drum and stand, 12" mounted Tom, 14" Tom, Hi hat stand, 4 cymbal stands and drum throne.
- \* Stage monitor console split from main PA, capable of at least three (3) different mixes.

**LIGHTING REQUIREMENTS:** PRESENTER shall provide and pay for adequate and professional stage lighting, including at least two (2) follow spots for performance space.

**LOCAL CREW REQUIREMENTS:** PRESENTER shall provide and pay for a competent sound technician, lighting technician and stage manager or tech director commencing with load-in through tech check, rehearsal and performance. PRESENTER shall provide and pay for at least two (2) competent spot operators commencing with tech check through rehearsal and performance.

**LOAD-IN CREW:** Number needed for Load-in: 0, Load-out: 0, number of hour prior to performance: N/A

**REHEARSAL REQUIREMENTS:** Auditorium and concert piano should be available for rehearsal for approximately two hours on the day of the performance, beginning four (4) hours prior to the performance.

- \* All technical requirements (including hanging and focusing of lights) to be completed prior to ARTIST'S arrival.
- \* ARTISTS will arrive by \_\_\_\_\_ pm on the day of the performance for rehearsal with band and sound check
- \* ARTISTS shall be provided two (2) hours minimum for sound check with crew and sound designer/technician, three (3) hours if using local bass & drummer.
- \* ARTISTS shall require a two (2) hour break between sound check and performance.

**DRESSING ROOM REQUIREMENTS:** Three private dressing rooms on the same floor with easy access to the stage, furnished with chairs, table, lighted mirrors, clothes rack with adequate hangers, and wastebasket. The dressing rooms should have access to private bathrooms with

hot and cold running water, adequately supplied with fresh soap, towels, tissues, paper towels and should be adequately heated or cooled as necessary.

**HOSPITALITY:**

- \* Room-temperature bottled water
- \* Hot water and an assortment of Teas ("Throat Coat" Tea would be appreciated)
- \* Diet sodas
- \* Honey and Lemon
- \* Fresh fruit
- \* Cheese & Crackers
- \* Coffee
- \* Hot catered healthy meal for cast in between sound check and performance. Preferred items are salads, pasta dishes (no cream sauces), chicken and vegetables.
- \* Fresh towels
- \* Full length mirror

**RECEPTIONS:** The ARTISTS will be happy to attend receptions, however due to the rigorous tour schedule, sometimes the ARTISTS may not be available. Before attending a reception, the company may also need to complete their touring duties and equipment load-out. Please clear all receptions in advance with the representative of the tour upon initial contact. The company will ALWAYS try to accommodate.

**MERCHANDISE:** The ARTISTS may have merchandise for sale. Presenter agrees to provide one table and one/two volunteer(s) to sell recordings before the concert, at intermission, and after the concert.

**COMPS:** The ARTISTS will be given a minimum of ten (10) comp tickets for each performance.

**INDEMNITY:** PRESENTER shall indemnify ARTISTS and musicians and hold ARTISTS and musicians and each of the ARTIST'S employees, agents, representatives and attorneys harmless from and against any and all claims, demands, actions, damages and liabilities, costs and expenses arising out of or in connection with any bodily injury, death or loss of or damage due to property, which occurs in connection with any performance rendered or to be rendered by artists during this engagement unless same is caused by the tortuous conduct of ARTISTS or any employees or agents of ARTISTS.

ACCEPTED: \_\_\_\_\_  
(Presenting Organization)

CITY/STATE: \_\_\_\_\_

BY: \_\_\_\_\_

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**# 7**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY  
AND HYLAND DESIGN GROUP, INC. D/B/A HDG FOR ROAD DESIGN SERVICES FOR VARIOUS  
PROJECTS FOR THE CITY OF OCEAN CITY**

**WHEREAS**, the City of Ocean City requires certain professional engineering services to develop a concept design for a various road improvement programs throughout the City of Ocean City; and

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

**WHEREAS**, Hyland Design Group, Inc. D/B/A HDG 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 2019 with said firm will exceed \$17,500.00; and

**WHEREAS**, George J Savastano, P.E., Business; Roger Rinck, Manager of Engineering & Construction; Christine D. Gundersen, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that **Hyland Design Group, Inc. D/B/A HDG, 701 West Avenue, Ocean City, NJ 08226** be awarded an alternative-non-advertised professional service contract for the engineering services for various road improvement projects throughout the City of Ocean City; 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**, Hyland Design Group, Inc. D/B/A HDG has completed and submitted a Business Entity Disclosure Certification which certifies Hyland Design Group, Inc. D/B/A HDG 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 Hyland Design Group, Inc. D/B/A HDG from making any contributions through the term of the contract; and

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised contract with Hyland Design Group, Inc. D/B/A HDG be awarded as follows:

1.	Project 2A-2018 Gardens Neighborhood Road Improvement Project	\$ 28,000.00
2.	Project 2B-2018 Gardens Neighborhood Road Improvement Project	\$ 28,000.00
3.	Project 3-2019 South End Road Improvements	\$ 26,500.00
4.	Project 4-Atlantic Avenue (North Street to 5 <sup>th</sup> St) & 5 <sup>th</sup> St Parking Lot Improvements	\$ 25,000.00
5.	Project 5 – 2018 Midtown Road Improvements	\$ 24,000.00
<b>Total Amount of Hyland Design Group, Inc. D/B/A HDG-Engineering Services 2019</b>		<b>\$ 131,500.00</b>

6. Items are subject to the actual needs as established by the City of Ocean City's using Departments. 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.

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.

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

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City that the Purchasing Manager is hereby authorized to execute a purchase order with Hyland Design Group, Inc. D/B/A HDG, 701 West Avenue, Ocean City, NJ 08226 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to the Capital Account #C-04-55-307-011 (\$131,500.00).

**CERTIFICATION OF FUNDS**

  
\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

Files: RAW 19 Nonadvertised HDG.docx

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 ..... 2019

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

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





# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## ADMINISTRATION

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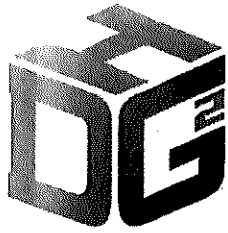
Emergency Management • Engineering and Construction • Humane Resource • Information Technology • Planning & Zoning • Purchasing

# Memo

**To:** Joseph Clark, QPA, Purchasing Manager  
**From:** Rachel Ballezzi, Engineering Department  
**CC:**  
**Date:** March 8, 2019  
**Re:** Recommendation of Award

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I have reviewed the qualifications and proposal submitted by HDG Engineering Surveying Environmental to provide design services and find them acceptable. The company served the City in various capacities throughout the years and I found that they were professional in their services. Their proposal was competitive with other firms. The firm's local knowledge, familiarity with the City of Ocean City and design experience make them uniquely qualified to perform design services in support of the 2019 Capital Improvement Program. Their previous work has been generally acceptable and I have no objection with the contract being awarded to HDG Engineering Surveying Environmental for design services on the RFP's Project 2a - 2018 Gardens Neighborhood Road Improvement Project, Project 2b - 2018 Gardens Neighborhood Road Improvement Project, Project 3 - 2019 South End Road Improvements, Project 4 - Atlantic Ave. Neighborhood and 5<sup>th</sup> Street Parking Lot and Project 5 - 2018 Midtown Road Improvements.



**HDG**  
ENGINEERING  
SURVEYING  
ENVIRONMENTAL

Stephen Griffith  
Principal  
sgriffith@hdg-nj.com

701 West Avenue  
Suite 301  
Ocean City, NJ 08226  
609.398.4477  
www.hdg-nj.com  
Cert. of Auth. No. 24GA28087300

February 21, 2019

**Roger Rinck**

Manager, Engineering and Construction  
City of Ocean City  
115 E. 12th Street  
Ocean City, New Jersey 08226

**RE: HDG Proposal**

Road Design Services  
Ocean City RFP # Q-19-002  
Ocean City, Cape May County, NJ  
**Project No. 31788.01**

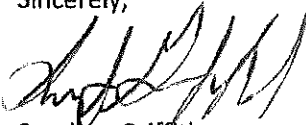
Dear Mr. Rinck,

With great enthusiasm, Hyland Design Group Inc., (d.b.a. as "HDG" and "ai5 Studios") herein submits our proposal for land surveying and civil engineering services in association with the proposed roadway improvements throughout portions of Ocean City as described in the Invitation For RFP. We have reviewed the materials provided with the RFP and have a sound understanding of your goals and believe we provide an exceptionally qualified team of professionals to achieve these goals.

Hyland Design Group along with its predecessor, Michael W. Hyland Associates, has been a leader in providing environmental, land surveying and civil engineering services for projects of all scopes and scales to the New Jersey Shore region for more than 38 years. We know the nuances of Ocean City and the associated design challenges.

We greatly appreciate this opportunity to be of service. Please contact John Halbruner or me if you have any questions or need any additional information regarding the enclosed proposal.

Sincerely,



Stephen Griffith

cc: Rachel Belezzi w/enclosure  
John Elliott, w/ enclosure

p:\31788 city of oc road design services\hdg proposal\2019-02-21 sbg to rinck re hdg proposal.docx

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL

**THE CITY OF OCEAN CITY  
DEPARTMENT OF ADMINISTRATION  
ENGINEERING DIVISION  
CAPE MAY COUNTY  
OCEAN CITY, NJ**

**CITY RFP #Q-19-002  
ROAD DESIGN SERVICES"**

**PROPOSAL FORM**

Pursuant to and in compliance with your Advertisement for Bids, and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the **CITY RFP #Q-19-002, ROAD DESIGN SERVICES** as required by and in strict accordance with the applicable provisions of this request and all addenda issued by the City of Ocean City prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices.

**NOTE:** Totals are permitted to be lower than composite of itemized pricing. The reduction in price should be shown if there is economy of scale that is obtained for performing all work. Please provide documentation that illustrates the economy of scale and how savings are obtained. Selection will not be based solely on aggressive price.

ITEM#	TITLE	DESIGN SERVICES COST	DAYS TO COMPLETE TASK	TOTAL DESIGN SERVICES COST
1	Project 1	\$ 30,000.00	90	\$ 30,000.00
2	Project 2a	\$ 28,000.00	90	\$ 28,000.00
3	Project 2b	\$ 28,000.00	90	\$ 28,000.00
4	Project 3	\$ 26,500.00	90	\$ 26,500.00
5	Project 4	\$ 25,000.00	75	\$ 25,000.00
6	Project 5	\$ 24,000.00	75	\$ 24,000.00

**TOTAL OF ALL WORK IN PROPOSAL FOR COMPARISON PURPOSES ONLY: \$ 161,500.00**

# PROJECT 1

## 2018 NJDOT 12th St. Neighborhood Road Improvement Project (Municipal Aide Program) Summary of Man Hours and Rates

Task	Staff	Man Hours	Hourly Rate	Total
Review Master Drainage Plan	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
Meeting with City & Preliminary Design Development Including Site Walk	Principal Engineering/ Environmental Specialist	6	175	\$ 1,050.00
Prepare Roadway Design & Construction Plans	Principal Engineer	2	190	\$ 380.00
	Principal Engineering/ Environmental Specialist	20	175	\$ 3,500.00
	Project Manager/EIT	40	110	\$ 4,400.00
	CADD Technician	40	75	\$ 3,000.00
Road Raising Options & Cost Benefit Analysis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	8	75	\$ 600.00
Additional Survey Information	2-Man Survey Crew	8	160	\$ 1,280.00
	CADD Technician	8	75	\$ 600.00
	Professional Land Surveyor	2	175	\$ 350.00
Engineers Estimate of Costs	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
Technical Specifications & Bid Package	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	2	110	\$ 220.00
	Clerical Staff	8	55	\$ 440.00
Answers to RFI's, Addendums, Clarifications	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
	Clerical Staff	4	55	\$ 220.00
Award Letter or Bid Rejection Letters	Principal Engineering/ Environmental Specialist	1	175	\$ 175.00
	Project Manager/EIT	2	110	\$ 220.00
Contractor Meetings	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00

**PROJECT 1**

2018 NJDOT 12th St. Neighborhood Road Improvement Project (Municipal Aide Program)

**Summary of Man Hours and Rates**

Task	Staff	Man Hours	Hourly Rate	Total
Construction Site Visits, Clarification Drawings, etc. As Needed Basis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	8	175	\$ 1,400.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	4	75	\$ 300.00
		198		\$ 23,005.00

TOTAL MAN HOURS	
Principal Engineer	5
Principal Engineering/Environmental Specialist	47
Project Manager/EIT	64
Survey Crew	8
Professional Land Surveyor	2
Technician	60
Staff	12
	198

**PROJECT 2A**  
**2018 Gardens Neighborhood Road Improvement Project**  
**Summary of Man Hours and Rates**

Task	Staff	Man Hours	Hourly Rate	Total
Review Master Drainage Plan	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
Meeting with City & Preliminary Design Development Including Site Walk	Principal Engineering/ Environmental Specialist	6	175	\$ 1,050.00
Base Roadway Design & Construction Plans	Principal Engineer	4	190	\$ 760.00
	Principal Engineering/ Environmental Specialist	16	175	\$ 2,800.00
	Project Manager/EIT	50	110	\$ 5,500.00
	CADD Technician	50	75	\$ 3,750.00
Road Raising Options & Cost Benefit Analysis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	8	75	\$ 600.00
Additional Survey Information	2-Man Survey Crew	8	160	\$ 1,280.00
	CADD Technician	8	75	\$ 600.00
	Professional Land Surveyor	2	175	\$ 350.00
Engineers Estimate of Costs	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
Technical Specifications & Bid Package	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	2	110	\$ 220.00
	Clerical Staff	8	55	\$ 440.00
Answers to RFI's, Addendums, Clarifications	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
	Clerical Staff	4	55	\$ 220.00
Award Letter or Bid Rejection Letters	Principal Engineering/ Environmental Specialist	1	175	\$ 175.00
	Project Manager/EIT	2	110	\$ 220.00
City/Contractor Meetings	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00

**PROJECT 2A**  
**2018 Gardens Neighborhood Road Improvement Project**  
**Summary of Man Hours and Rates**

Task	Staff	Man Hours	Hourly Rate	Total
Construction Site Visits, Clarification Drawings, etc. On As Needed Basis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	8	175	\$ 1,400.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	4	75	\$ 300.00
<b>TOTAL</b>		<b>216</b>		<b>\$ 24,535.00</b>

TOTAL MAN HOURS	
Principal Engineer	7
Principal Engineering/Environmental Specialist	43
Project Manager/EIT	74
2-Man Survey Crew	8
Professional Land Surveyor	2
CADD Technician	70
Clerical Staff	12
<b>TOTAL</b>	<b>216</b>

**PROJECT 2B**  
**2018 Gardens Neighborhood Road Improvement Project**  
**Summary of Man Hours and Rates**

Task	Staff	Man Hours	Hourly Rate	Total
Review Master Drainage Plan	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
Meeting with City & Preliminary Design Development Including Site Walk	Principal Engineering/ Environmental Specialist	6	175	\$ 1,050.00
Roadway Design & Construction Plans	Principal Engineer	4	190	\$ 760.00
	Principal Engineering/ Environmental Specialist	16	175	\$ 2,800.00
	Project Manager/EIT	50	110	\$ 5,500.00
	CADD Technician	50	75	\$ 3,750.00
Road Raising Options & Cost Benefit Analysis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	8	75	\$ 600.00
Additional Survey Information	2-Man Survey Crew	8	160	\$ 1,280.00
	CADD Technician	8	75	\$ 600.00
	Professional Land Surveyor	2	175	\$ 350.00
Engineers Estimate of Costs	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
Technical Specifications & Bid Package	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	2	110	\$ 220.00
	Clerical Staff	8	55	\$ 440.00
Answers to RFI's, Addendums, Clarifications	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
	Clerical Staff	4	55	\$ 220.00
Award Letter or Bid Rejection Letters	Principal Engineering/ Environmental Specialist	1	175	\$ 175.00
	Project Manager/EIT	2	110	\$ 220.00
City/Contractor Meetings	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00



**PROJECT 2B**  
**2018 Gardens Neighborhood Road Improvement Project**  
**Summary of Man Hours and Rates**

Task	Staff	Man Hours	Hourly Rate	Total
Construction Site Visits, Clarification Drawings, etc. On As Needed Basis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	8	175	\$ 1,400.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	4	75	\$ 300.00
<b>TOTAL</b>		<b>216</b>		<b>\$ 24,535.00</b>

TOTAL MAN HOURS	
Principal Engineer	7
Principal Engineering/Environmental Specialist	43
Project Manager/EIT	74
2-Man Survey Crew	8
Professional Land Surveyor	2
CADD Technician	70
Clerical Staff	12
<b>TOTAL</b>	<b>216</b>

**PROJECT 3**  
**2019 South End Road Improvements**  
**Summary of Man Hours and Rates**

Task	Staff	Man Hours	Hourly Rate	Total
Review Master Drainage Plan	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
Meeting with City & Preliminary Design Development Including Site Walk	Principal Engineering/ Environmental Specialist	6	175	\$ 1,050.00
Base Roadway Design & Construction Plans	Principal Engineer	2	190	\$ 380.00
	Principal Engineering/ Environmental Specialist	16	175	\$ 2,800.00
	Project Manager/EIT	50	110	\$ 5,500.00
	CADD Technician	50	75	\$ 3,750.00
Road Raising Options & Cost Benefit Analysis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	8	75	\$ 600.00
Additional Survey Information	2-Man Survey Crew	8	160	\$ 1,280.00
	CADD Technician	8	75	\$ 600.00
	Professional Land Surveyor	2	175	\$ 350.00
Engineers Estimate of Costs	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
Technical Specifications & Bid Package	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	2	110	\$ 220.00
	Clerical Staff	8	55	\$ 440.00
Answers to RFI's, Addendums, Clarifications	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
	Clerical Staff	4	55	\$ 220.00
Award Letter or Bid Rejection Letters	Principal Engineering/ Environmental Specialist	1	175	\$ 175.00
	Project Manager/EIT	2	110	\$ 220.00
City/Contractor Meetings	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00

**PROJECT 3**  
**2019 South End Road Improvements**  
**Summary of Man Hours and Rates**

Task	Staff	Man Hours	Hourly Rate	Total
Construction Site Visits, Clarification Drawings, etc. As Needed Basis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	8	175	\$ 1,400.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	4	75	\$ 300.00
<b>TOTAL</b>		<b>214</b>		<b>\$ 24,155.00</b>

TOTAL MAN HOURS	
Principal Engineer	5
Principal Engineering/Environmental Specialist	43
Project Manager/EIT	74
Man Survey Crew	8
Professional Land Surveyor	2
CADD Technician	70
Clerical Staff	12
<b>TOTAL</b>	<b>214</b>

# PROJECT 4

Atlantic Avenue (North St. to 5th St.) and 5th St. Parking Lot Improvements

## Summary of Man Hours and Rates

Task	Staff	Man Hours	Hourly Rate	Total
Review Master Drainage Plan	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
Meeting with City & Preliminary Design Development Including Site Walk	Principal Engineering/ Environmental Specialist	6	175	\$ 1,050.00
Base Roadway Design & Construction Plans	Principal Engineer	2	190	\$ 380.00
	Principal Engineering/ Environmental Specialist	16	175	\$ 2,800.00
	Project Manager/EIT	40	110	\$ 4,400.00
	CADD Technician	40	75	\$ 3,000.00
Road Raising Options & Cost Benefit Analysis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	8	75	\$ 600.00
Additional Survey Information	2-Man Survey Crew	8	160	\$ 1,280.00
	CADD Technician	8	75	\$ 600.00
	Professional Land Surveyor	2	175	\$ 350.00
Engineers Estimate of Costs	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
Technical Specifications & Bid Package	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	2	110	\$ 220.00
	Clerical Staff	8	55	\$ 440.00
Answers to RFI's, Addendums, Clarifications	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
	Clerical Staff	4	55	\$ 220.00
Award Letter or Bid Rejection Letters	Principal Engineering/ Environmental Specialist	1	175	\$ 175.00
	Project Manager/EIT	2	110	\$ 220.00
City/Contractor Meetings	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00

**PROJECT 4**

Atlantic Avenue (North St. to 5th St.) and 5th St. Parking Lot Improvements

**Summary of Man Hours and Rates**

Task	Staff	Man Hours	Hourly Rate	Total
Construction Site Visits, Clarification Drawings, etc. On As Needed Basis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	8	175	\$ 1,400.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	4	75	\$ 300.00
TOTAL		194		\$ 22,305.00

TOTAL MAN HOURS	
Principal Engineer	5
Principal Engineering/Environmental Specialist	43
Project Manager/EIT	64
2-Man Survey Crew	8
Professional Land Surveyor	2
CADD Technician	60
Clerical Staff	12
TOTAL	194

**PROJECT 5**  
**2018 Midtown Road Improvements**  
**Summary of Man Hours and Rates**

Task	Staff	Man Hours	Hourly Rate	Total
Review Master Drainage Plan	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
Meeting with City & Preliminary Design Development Including Site Walk	Principal Engineering/ Environmental Specialist	6	175	\$ 1,050.00
Base Roadway Design & Construction Plans	Principal Engineer	2	190	\$ 380.00
	Principal Engineering/ Environmental Specialist	12	175	\$ 2,100.00
	Project Manager/EIT	40	110	\$ 4,400.00
	CADD Technician	40	75	\$ 3,000.00
Road Raising Options & Cost Benefit Analysis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	8	75	\$ 600.00
Additional Survey Information	2-Man Survey Crew	8	160	\$ 1,280.00
	CADD Technician	8	75	\$ 600.00
	Professional Land Surveyor	2	175	\$ 350.00
Engineers Estimate of Costs	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
Technical Specifications & Bid Package	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	2	110	\$ 220.00
	Clerical Staff	8	55	\$ 440.00
Answers to RFI's, Addendums, Clarifications	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00
	Project Manager/EIT	6	110	\$ 660.00
	Clerical Staff	4	55	\$ 220.00
Award Letter or Bid Rejection Letters	Principal Engineering/ Environmental Specialist	1	175	\$ 175.00
	Project Manager/EIT	2	110	\$ 220.00
City/Contractor Meetings	Principal Engineering/ Environmental Specialist	2	175	\$ 350.00

**PROJECT 5**  
**2018 Midtown Road Improvements**  
**Summary of Man Hours and Rates**

Task	Staff	Man Hours	Hourly Rate	Total
Construction Site Visits, Clarification Drawings, etc. On As Needed Basis	Principal Engineer	1	190	\$ 190.00
	Principal Engineering/ Environmental Specialist	8	175	\$ 1,400.00
	Project Manager/EIT	4	110	\$ 440.00
	CADD Technician	4	75	\$ 300.00
<b>TOTAL</b>				
		190		\$ 21,605.00

TOTAL MAN HOURS	
Principal Engineer	5
Principal Engineering/Environmental Specialist	39
Project Manager/EIT	64
2-Man Survey Crew	8
Professional Land Surveyor	2
CADD Technician	60
Clerical Staff	12
<b>TOTAL</b>	<b>190</b>

RFP Proposal Design Price & Days to Complete

<u>Rank</u>	<u>Eng.</u>	<u>project 1</u>	<u>project 2a</u>	<u>project 2b</u>	<u>project 3</u>	<u>project 4</u>	<u>project 5</u>	<u>OVERALL TOTAL</u>
1	HDG	\$ 30,000.00 90	\$ 28,000.00 90	\$ 28,000.00 90	\$ 26,500.00 90	\$ 25,000.00 75	\$ 24,000.00 75	\$ 161,500.00 510
2	EDA	\$ 35,425.00 60	\$ 49,750.00 100	\$ 47,075.00 85	\$ 47,075.00 85	\$ 40,600.00 70	\$ 67,875.00 100	\$ 287,800.00 500
3	GIBSON	\$ 90,298.00 100	\$ 141,185.20 100	\$ 134,186.00 100	\$ 128,778.00 100	\$ 125,944.00 100	\$ -	\$ 620,391.20 500
4	MASER	\$ 111,867.00 40	\$ 141,662.00 40	\$ 145,139.00 40	\$ 185,018.00 50	\$ 162,057.00 45	\$ 150,107.00 45	\$ 895,850.00 260



CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**# 8**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY  
AND ENGINEERING DESIGN ASSOCIATES, P.A. FOR ROAD DESIGN SERVICES FOR VARIOUS  
PROJECTS FOR THE CITY OF OCEAN CITY**

**WHEREAS**, the City of Ocean City requires certain professional engineering services to develop a concept design for a various road improvement programs throughout the City of Ocean City; and

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

**WHEREAS**, Engineering Design Associates, P.A. 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 2019 with said firm will exceed \$17,500.00; and

**WHEREAS**, George J. Savastano, P.E., Business Administrator; Roger Rinck, Manager of Engineering & Construction; Christine D. Gundersen, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that **Engineering Design Associates, P.A., 5 Cambridge Drive, Ocean View, NJ 08230** be awarded an alternative-non-advertised professional service contract for the engineering services for various road improvement projects throughout the City of Ocean City; 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**, Engineering Design Associates, P.A. has completed and submitted a Business Entity Disclosure Certification which certifies Engineering Design Associates, P.A. 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 Engineering Design Associates, P.A. from making any contributions through the term of the contract; and

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised contract with Engineering Design Associates, P.A. be awarded as follows:

- |   |              |
|---|--------------|
| 1. Project 1-2018 NJDOT 12 <sup>th</sup> Street Neighborhood Road Improvement Project<br>(Municipal Aide Program) | \$ 35,425.00 |
|---|--------------|

<b>Total Amount of Engineering Design Associates, P.A. -Engineering Services 2019</b>	<b>\$ 35,425.00</b>
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- |  |  |
|--|--|
| 2. Items are subject to the actual needs as established by the City of Ocean City's using Departments. 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. |  |
| 3. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.  |  |
| 4. A copy of the Business Entity Certification, the Determination of Value and the Business Registration Certificate will be on file with the Purchasing Division.   |  |

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City that the Purchasing Manager is hereby authorized to execute a purchase order with Engineering Design Associates, P.A., 5 Cambridge Drive, Ocean View, NJ 08230 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to the Capital Account #C-04-55-307011 (\$35,425.00).

**CERTIFICATION OF FUNDS**

  
\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

Files: RAW 19 Nonadvertised EDA.docx

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 ..... 2019

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

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



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

ADMINISTRATION

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

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## Memo

**To:** Joseph Clark, QPA, Purchasing Manager  
**From:** Rachel Ballezzi, Engineering Department  
**CC:**  
**Date:** March 8, 2019  
**Re:** Recommendation of Award

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I have reviewed the qualifications and proposal submitted by EDA Engineering Design Associates to provide design services and find them acceptable. The company served the City in various capacities throughout the years and I found that they were professional in their services. Their proposal was comparable with other firms. The firm's local knowledge, familiarity with the City of Ocean City, design experience, and familiarity with the NJDOT Municipal Aide Grant make them uniquely qualified to perform design services in support of the 2019 Capital Improvement Program. Their previous work has been generally acceptable and I have no objection with the contract being awarded to EDA Engineering Design Associates for design services on the RFP's Project 1 – 2018 NJDOT 12<sup>th</sup> Street Neighborhood Road Improvement Project.

**PROPOSAL  
FOR  
ROAD DESIGN SERVICES  
CITY OF OCEAN CITY  
CAPE MAY COUNTY, NJ  
CITY RFP #: Q-19-002**



**ENGINEERING  
DESIGN  
ASSOCIATES, P.A.**

**ENGINEERS ENVIRONMENTAL PLANNERS LANDSCAPE ARCHITECTS**

**Cambridge Professional Offices**

5 Cambridge Drive

Ocean View, New Jersey 08230

PHONE: (609) 390-0332

FAX: (609) 390-9204

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL

**THE CITY OF OCEAN CITY  
DEPARTMENT OF ADMINISTRATION  
ENGINEERING DIVISION  
CAPE MAY COUNTY  
OCEAN CITY, NJ**

**CITY RFP #Q-19-002  
ROAD DESIGN SERVICES"**

**PROPOSAL FORM**

Pursuant to and in compliance with your Advertisement for Bids, and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the **CITY RFP #Q-19-002, ROAD DESIGN SERVICES** as required by and in strict accordance with the applicable provisions of this request and all addenda issued by the City of Ocean City prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices.

**NOTE:** Totals are permitted to be lower than composite of itemized pricing. The reduction in price should be shown if there is economy of scale that is obtained for performing all work. Please provide documentation that illustrates the economy of scale and how savings are obtained. Selection will not be based solely on aggressive price.

ITEM#	TITLE	DESIGN SERVICES COST	DAYS TO COMPLETE TASK	TOTAL DESIGN SERVICES COST
1	Project 1	\$ 35,425.00	60 days	\$35,425.00
2	Project 2a	\$ 49,750.00	100 days	\$49,750.00
3	Project 2b	\$ 47,075.00	85 days	\$47,075.00
4	Project 3	\$ 47,075.00	85 days	\$47,075.00
5	Project 4	\$ 40,600.00	70 days	\$40,600.00
6	Project 5	\$ 67,875.00	100 days	\$67,875.00

**TOTAL OF ALL WORK IN PROPOSAL FOR COMPARISON PURPOSES ONLY: \$ 287,800**

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**# 9**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY  
AND MOBILE DREDGING AND VIDEO PIPE, INC. FOR MAINTENANCE & INSPECTION  
OF THE MOORLYN TERRACE STREET END DRAINAGE – OUTFALL PIPE**

**WHEREAS**, the City of Ocean City has a need to inspect & maintain proper drainage outfalls throughout the City of Ocean City; and

**WHEREAS**, it is determined in the best interest of the City of Ocean City to have said street drainage pipes cleared and maintained to prevent street flooding; 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**, Mobile Dredging & Video Pipe, Inc. has inspected and preformed these specialized services in the past for the City of Ocean City; and

**WHEREAS**, Joseph P. Berenato, Director of Public Works; Vince Bekier, Aide to the Mayor; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommend that **Mobile Dredging & Video Pipe, Inc., 1566 Harding Highway, Newfield, NJ 08344-5220** be awarded as an alternative non-advertised contract for the inspection and maintenance of the Moorlyn Terrace drainage/outfall; and

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

**WHEREAS**, Mobile Dredging & Video Pipe, Inc. has submitted a Business Entity Disclosure Certification which certifies that Mobile Dredging & Video Pipe, Inc. 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 Mobile Dredging & Video Pipe, Inc. from making any contributions through the term of the contract; and

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised contract with Mobile Dredging & Video Pipe, Inc. be awarded as follows:

1. Clean & CCTV approximately 500 L.F. of 15" steel/corrugated metal pipe from the end of Moorlyn Terrace to outfall at the ocean as per Quote #19-137.
2. Items are subject to the actual needs as established by the City of Ocean City's using Departments. 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.
3. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.
4. A copy of the Business Entity Certification, the Determination of Value and the Business Registration Certificate will be on file with the Purchasing Division.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City that the Purchasing Manager is hereby authorized to execute a purchase order with Mobile Dredging & Video Pipe, Inc., 1566 Harding Highway, Newfield, NJ 08344-5220 in accordance with the submitted quote and this resolution.

The Director of Financial Management certifies that funds are available and shall be charged Capital Account # C-04-55-297-101-\$18,371.16 & C-04-55-307-101 - \$16,628.84. The estimated annual contract value is \$35,000.00.

**CERTIFICATION OF FUNDS**

  
\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

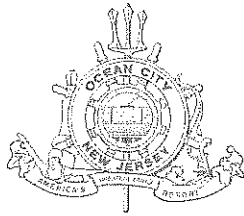
Files: RAW 19 Nonadvertised Mobile Dredging & Video Pipe-Moorlyn Terrace.docx

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 ..... 2019

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

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



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER  
FROM: JOSEPH P BERENATO III, DIRECTOR PUBLIC WORKS  
DATE: March 19, 2019  
RE: Maintenance & Inspection of the Moorlyn Terrace Street End Drainage

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Assistance is being sought to advance a Resolution Authorizing the Award of a Contract between the City of Ocean City and Mobile Dredging and Video Pipe, Inc. For Maintenance & Inspection of the Moorlyn Terrace Street End Drainage – Outfall Pipe.

Mobile Dredging & Video Pipe, headquartered in Chester, Pennsylvania, with satellite offices in Newfield NJ provide a full line of dewatering, pipe maintenance, and videoing services. Mobile has the expertise to quickly execute this work. This public safety issue currently does not allow us to obtain another quote at this time. They worked closely with the City right after Superstorm Sandy and most recently videoing pipes in varicose locations. With this request they will clean several hundred feet of Outfall pipe that drains onto the 800 block beach from under the Boardwalk and Music Pier. This outfall has been difficult to keep maintained and is now unreachable by our drainage equipment. This contract will provide cleaning and an inspection video of the pipe. This will help in determining the long term planning for our outfall system at the Moorlyn Terrace street end.

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

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





## MOBILE DREDGING & VIDEO PIPE, INC.

*Specializing in today's needs for environmental protection.*

1566 Harding Highway • Newfield, NJ 08344 • Phone: (856) 697-1900 • Fax (856) 697-0757

March 11, 2019

Proposal No. 19-137

**PROPOSAL**

Submitted to:

Vince Bekier  
City of Ocean City  
115 East 12<sup>th</sup> Street  
Ocean City, NJ 08226

Office: 609-525-9405

Email: VBekier@OCNJ.US

**Subject: Clean and CCTV Storm Pipe Outfall on Moorlyn Terrace in Ocean City, NJ**

In accordance with your request, we are pleased to submit the following proposal.

**SCOPE OF WORK:**

- Clean and CCTV approximately 500 LF of 15" steel/corrugated metal pipe from end of Moorlyn Terrace to outfall at ocean.

**MOBILE DREDGING & VIDEO PIPE, INC. TO PROVIDE:**

- CCTV truck with operator at non-prevailing wages.
- Jet-vac truck with operator at non-prevailing wages.
- Utility truck and trailer with 200 feet of 6" suction hose.
- Disposal of collected debris at Cape May County Landfill
- Digital video and CCTV reports.

**CUSTOMER TO PROVIDE:**

- Permission to use local hydrant for cleaning of pipe.
- Permission to decant water from jet-vac into adjacent sanitary sewer.

**PRICING:**

\$490.00 per hour on site, **six hour minimum charge per day.**

**Note: Work is expected to take 10 working days.**

\$120.00 per ton for disposal of collected debris.

Plus applicable tax unless tax exempt certificate is provided.

**TERMS:**

**Net 30 days, including VISA or MC.** Subject to the terms and conditions on reverse side.

**REMARKS OR SPECIAL CONDITIONS:**

Mobile Dredging & Video Pipe, Inc. will not be responsible for liability, loss or expense where the primary cause of the claim or damage is preexisting conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of work. In the progress of our services, should we encounter any structural defect or failure in the pipelines, such will be reported to the Owner, but under no condition are we responsible for any corrections or repairs.

Should you find this proposal satisfactory, please sign one copy and return to this office. We look forward to being of service to you.

Respectfully submitted,

Gregg Stevenson (gstevenson@mdvpinc.com)  
Project Manager

I \_\_\_\_\_ accept this Proposal and certify this is a (Prevailing Wage, Non-Prevailing Wage) job:  
Print Name, Title Circle One

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

**General Conditions:** These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.

**Customer Provided Labor:** Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement. The Customer agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

**Customers Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

**Damage Limitations:** Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

**Pre-existing Conditions:** The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

**Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

**Indemnification:** The Customer and the Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

**Credit Policy:** Regular Terms are Net 30 Days. If any invoice is not paid in accordance with its terms, the customer agrees that there shall be added thereto, and the customer agrees to pay to contractor, a late charge at the rate of 1.5% per month on the unpaid balance, plus all costs, including reasonable attorney fees, incurred by the contractor in collection of any invoice not paid in accordance with its terms.

**Entire Agreement:** This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

Reviewed and accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 10

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY & ACT ENGINEERING INC. FOR THE NATIONAL FISH & WILDLIFE FOUNDATION GRANT – SHOOTING ISLAND RESTORATION PHASES 2 THROUGH 4**

**WHEREAS**, the City of Ocean City requires professional engineering services to develop a wetlands restoration design for Shooting Island to promote growth of the island and protect the wetlands that surround Ocean City, New Jersey; and

**WHEREAS**, it is determined to be in the best interests of the City of Ocean City to have a plan to restore Shooting Island and the wetlands surrounding Ocean City, New Jersey and encourage a sustainable growth of the wetlands and small islands so that they may continue to support the diverse ecological system that is Ocean City, New Jersey; and

**WHEREAS**, ACT Engineering, Inc. is currently performing these services for the City of Ocean City 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 Engineering, 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 Engineering, Inc. has agreed to provide services to develop a design plan to restore Shooting Island and the wetlands that surround the City of Ocean City, NJ; and

**WHEREAS**, ACT Engineering, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that neither ACT Engineering, 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 Engineering, Inc. to develop and plan the restoration of Shooting Island and its surrounding wetlands; and

**WHEREAS**, ACT Engineering, 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 Planning; Jessica L. Baird, Purchasing Clerk; 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 Engineering, Inc. for Phases 2 through 4 of the Development and Restoration of Shooting Island and its surrounding wetlands in compliance with the National Fish & Wildlife Foundation Grant; 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 Engineering, Inc., 1 Washington Boulevard, Suite 3, Robbinsville, NJ 08691** for Phases 2 - 4 of the Restoration and Development of Shooting Island and its surrounding wetlands in compliance with the National Fish & Wildlife Foundation Grant as follows:

Phase 2	Backfill behind the rock sill & filling the saltmarsh pannes on the island	
Phase 3	Thin layer placement of dredge material	
Phase 4	Restore the approximate 5-acre CDF on the island to back functional coastal wetlands	
Task 1	NJDEP & USACE Permitting	\$ 34,500.00
	Act/Anchor will coordinate with the State and Federal regulators to procure the final approvals required for the work. It is anticipated that the project will require continuation of on-going meetings with agency personnel including joint permitting/planning meetings with the State and Army Corps.	

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

ACT Engineering, Inc. (Continued)

Task 2	<b>Survey Services</b> Filling behind the sill and in the inner island pannes, and thin layer deposition on the saltmarsh surface is only successful, if accurate baseline data is mapped and the application rates and depth of material do not ultimately result in adverse impacts to the wetlands. Thus, it is necessary to obtain current elevational data.	\$ 56,000.00
Task 3	<b>Baseline Ecological Studies/CDF Sampling</b> In consultation with the New Jersey Department of Fish & Wildlife, United States Fish & Wildlife, and the National Oceanic & Atmospheric Administration’s National Marine Fisheries Service, we have been advised baseline studies will be required to Support the need of the project and demonstrate no significant adverse environmental impact. It is expected studies will include a wetlands plant inventory, saltmarsh panne sampling for salinity, dissolved oxygen & species content/diversity. That is, it is necessary to demonstrate the interior pannes are not viable aquatic habitat and differ in function and value from those which are tidally connected. In addition, this task includes the collection of up to six (6) grab samples from the on island CDF (may be composited for laboratory analysis) for future beneficial reuse consideration.	\$ 27,500.00
Task 4	<b>Preliminary Engineering Design</b> The ACT/Anchor Team will develop a 60% design package for Phases 2-4 in conjunction with input received from the regulatory agencies. It is anticipated that this package will be appropriate for permitting purposes. Final Design plans will be subject to input received during the permitting technical review process and formalized with construction specifications when appropriate. Included within this effort is a Basis of Design Report, Long Term Monitoring Plan development and Construction Cost Estimate based on the 60% design plans.	\$ 65,000.00
Task 5	<b>Public Outreach/Coordination</b>  Included within this task is the continued public outreach efforts with the community, public officials, and regulatory agencies as required to regularly update and inform of project status. The ACT/Anchor Team will develop a potential long-term restoration stakeholder/partner list as part of this task.	\$ 17,500.00
Task 6	<b>Project Management</b>	\$ 20,500.00
<b>Other Direct Expenses</b>		<u>\$ 5,000.00</u>
<b>Total “Not to Exceed” Contract for the National Fish &amp; Wildlife Foundation Grant Shooting Island Restoration Phases 2 - 4</b>		<b>\$ 226,000.00</b>

1. 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.
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 Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with ACT Engineering, Inc., 1 Washington Boulevard, Suite 3, Robbinsville, NJ 08691 for the National Fish & Wildlife Foundation Grant Shooting Island Restoration Phases 2 - 4 Restoration of Shooting Island and its surrounding wetlands in compliance with the National Fish & Wildlife Foundation Grant as listed and in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account # C-04-55-303-201.

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato, III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

Files: RPS 19 ACT Engineering Shooting Island Restoration NFWF Grant Ph 2-4.docx

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 ..... 2019

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

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

March 8, 2019  
March 21, 2019 (revised)  
Via email [gsavastano@ocnj.us](mailto:gsavastano@ocnj.us)

Mr. George Savastano  
Business Administrator  
The City of Ocean City  
City Hall  
861 Asbury Avenue  
Ocean City, NJ 08226

**Re: Shooting Island NFWF Restoration Project  
Phases 2 through 4  
Ocean City, New Jersey**

Dear Mr. Savastano:

ACT Engineers is pleased to provide an estimate for the design, permitting, and associated tasks required by New Jersey Department of Environmental Protection (NJDEP) and U.S. Army Corps of Engineers (USACE) for Phases 2 through 4 of the City's Shooting Island Restoration Project. The following phases are incorporated into the project:

- Phase 2 – Backfill behind the rock sill and filling the salt marsh pannes on the island
- Phase 3 – Thin layer placement of dredge material
- Phase 4 – Restore the approximate 5-acre CDF on the island to back to functional coastal wetlands

We appreciate the City's continued confidence in the ACT/Anchor Team to coordinate with both the State and Federal Regulators to bring this unique project to fruition. The project is a one-of-a-kind opportunity to work with the regulatory and operations personnel from state and federal agencies to develop a model that other shore communities can look to Ocean City for guidance and recommendations. The project serves to both restore wetlands and wildlife habitat while also providing improved flood resiliency for the City and utilizing available dredge material resources within the bay ecosystem.

As part of this project, ACT/Anchor proposes the following tasks:

<b>Task 1</b>	<b>NJDEP and USACE Permitting</b>	<b>Budget</b>	<b>\$34,500</b>
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ACT/Anchor will coordinate with State and Federal regulators to procure the final approvals required for the work. It is anticipated that the project will require a continuation of on-going meetings with agency personnel including a Joint Permitting/Planning meeting with the State and Army Corps. To date, numerous informal conversations and site visits have occurred with

ACT/Anchor and the regulators who have informed us that they are generally acceptable of the proposed restoration project but will be holding us to a higher standard for both the design and permitting. Coordination with all project regulators and stakeholders is of the upmost importance for this unique project and something ACT/Anchor has demonstrated on past projects at being extremely adept.

<b>Task 2</b>	<b>Surveying Services</b>	<b>Budget</b>	<b>\$56,000</b>
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Filling behind the sill and in the inner island pannes, and thin layer deposition on the marsh surface is only successful if accurate baseline data is mapped and the application rates and depth of material do not ultimately result in adverse impacts to the wetlands. Thus, it is necessary to obtain current elevational data.

In conjunction with the permitting and design requirements for the project, a baseline topographic survey will be required of the whole island. From previous projects and work associated with Ocean City and Shooting Island, the ACT/Anchor team currently has some of the required information. However, in an effort to get to final project design, topographic mapping and bathymetric surveying on 50-foot intervals is required. ACT will mobilize to the site to conduct the survey needed to develop the required permitting and design standards. Surveying will be conducted in the most efficient manner possible, utilizing the most up-to-date technology; however, it is recognized access to, and traversing of, the island environment is difficult.

<b>Task 3</b>	<b>Baseline Ecological Studies/CDF Sampling</b>	<b>Budget</b>	<b>\$27,500</b>
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In consultation with the NJ Department of Fish and Wildlife, US Fish and Wildlife, and the National Oceanic and Atmospheric Administration's National Marine Fisheries Service, we have been advised baseline studies will be required to support the need of the project and demonstrate no significant adverse environmental impact. It is expected studies will include a wetlands plant inventory, salt marsh panne sampling for salinity, dissolved oxygen and species content/diversity. That is, it is necessary to demonstrate the interior pannes are not viable aquatic habitat and differ in function and value from those which are tidally connected. In addition, this task includes the collection of up to 6 grab samples from the on island CDF (may be composited for laboratory analysis) for future beneficial reuse consideration.

<b>Task 4</b>	<b>Preliminary Engineering Design</b>	<b>Budget</b>	<b>\$65,000</b>
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The ACT/Anchor team will develop a 60% design package for Phases 2-4 in conjunction with input received from the regulatory agencies. It is anticipated that this package will be appropriate for permitting purposes. Final Design plans will be subject to input received during the permitting technical review process and formalized with construction specifications when

appropriate. Included within this effort is a Basis of Design Report, Long Term Monitoring Plan development and Construction Cost Estimate based on the 60% design plans.

<b>Task 5</b>	<b>Public Outreach/Coordination</b>	<b>Budget</b>	<b>\$17,500</b>
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Included within this task is the continued public outreach efforts with the community, public officials, and regulatory agencies as required to regularly update and inform of project status. The ACT/Anchor Team will develop a potential long-term restoration stakeholder/partner list as part of this task.

<b>Task 6</b>	<b>Project Management</b>	<b>Budget</b>	<b>\$20,500</b>
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<b>Other Direct Expenses</b>	<b>Budget</b>	<b>\$5,000</b>
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<b>Total Estimate</b>	<b>\$ 226,000</b>
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#### Limitations

The ACT/Anchor Team has attempted to include all work necessary to complete these components of your project. However, this does not guarantee approval or acceptance by the reviewing authorities. Any work not specifically mentioned above, made necessary by governmental or regulatory agencies, site conditions or any other reasons shall be considered extra work and will be completed upon acceptance of a written proposal. The ACT/Anchor Team proposes to conduct this project on a Time and Materials Basis in accordance with the attached rate schedule. Should this proposal be found acceptable, the ACT/Anchor Team agrees to enter into a mutually agreeable contract.

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,



Eric Rosina  
Vice President

C: File No. 019126



**RESOLUTION**

**# 11**

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF OCEAN CITY & ACT ENGINEERS INC. FOR THE 2019 CONSTRUCTION  
MANAGEMENT/CONSTRUCTION INSPECTION – CDF 83 DREDGED MATERIAL REMOVAL**

**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 for the 2019 Construction Management and Inspection for the CDF 83 Dredge Material Removal; and

**WHEREAS**, ACT Engineers, Inc. has agreed to provide services for management of dredge materials and dredge projects; 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 & dredge material management engineering support for the 2019 construction management and inspection for the CDF 83 Dredge Material Removal Program; 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 Planning; Jessica L. Baird, Purchasing Clerk; 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 2019 construction management and inspection for the CDF 83 Dredge Material Removal 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

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**Act Engineering, Inc. (Continued)**

**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 2019 construction management and inspection for the CDF 83 Dredge Material Removal Program proposal as follows:

**Task 1 CM/CI CDF 83 Dredged Material Removal** **\$ 64,000.00**

ACT/Anchor will provide management & inspection oversight for the onsite management, dewatering, excavation & transportation of dredged material from CDF 83 to an approved off-site alternate-use facility or facilities. The estimated removal quantity of dredged material from CDF 83 is approximately 70,000 tons (which includes a base bid removal of approximately 50,000 tons, and an optional/alternate bid to include removal of an additional 20,000 tons. The contract period of performance is eighty-six (86) calendar days, which includes both the base and alternate volumes. Cost assumes 10 hours per day construction inspection for 60 working days.

As part of the construction management and inspection, ACT/Anchor will oversee the repair of Haul Road, which will include the pre-construction placement of a nominal 3"-inch layer of dense grade aggregate (DGA) over the top surface of the haul road to address existing rutting and repair isolated pot holes. Maintenance of haul road will continue over the duration of the project.

**Task 2 Surveying Services** **\$ 40,500.00**

Continued regulatory compliance requires pre/interim and post roadway use topographic surveys to be completed on the haul road. Prior to the start of material emptying activities & construction in CDF83, ACT will perform and prepare a topographical survey of the haul road from Roosevelt Boulevard to the CDF 83 (Station 0+00 to 16+00) and the CDF. The work will include obtaining elevations, at 50' stations, of each toe of the slope at the edge of the stone, each top of the slope and the approximate centerline of the haul road and outer top of bank of the dike/berm surrounding the CDF. The top of bank of the dike/berm; and the inner slope to the toe of the slope. Bathymetric surveying will be performed where the water depth is at least 2'-feet in depth (a requirement of the survey instruments). A topographical survey will be prepared with 1-foot contours generated to show existing conditions as of the date of the fieldwork. A profile will be generated for the haul road.

**Task 3 Sediment Sampling** **\$ 12,500.00**

ACT/Anchor will prepare a sediment sampling plan outlining the proposed sampling scope, including methodology, sampling equipment and techniques, for dredge material management requirements associated with future beneficial reuse projects. The sediment sampling plan will be submitted to NJDEP office of dredging and sediment technology for approval.

ACT/Anchor and its subcontractor Aqua Survey, Inc. will collect sediment samples within the limits of the proposed sediment trap at the mouth of Snug Harbor. Sediment sampling will be conducted at two locations utilizing a vibracore system to advance cores to approximate depths of -16' to -20' MLW. Cores will be logged to characterize the material and identify differing layers and or lenses. For the purpose of this proposal, it is estimated that one sample will be collected from each core and submitted to a New Jersey certified laboratory for analysis under separate contract (City Contract #18-08).

Each core sample will be analyzed for:  
Grain size distribution (ASTM D422 or D4381)  
Total Organic Carbon (USEPA 440.0)  
Water Content (ASTMD653, D2216, or D4643)

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

Act Engineering, Inc. (Continued)

Task 3 Sediment Sampling (Continued)

Additionally, One (1) composite sample will be analyzed for Tier II Bulk Sediment Chemistry & Elutriate, which includes:

- Base-Neutrals, PAH – 8270D
- Pesticides – 8081B
- Polychlorinated Biphenyls
- Metals (total and dissolved) – 6020A
- Hexavalent Chromium – 7196A
- Cyanide - 9014
- Mercury – 7040A
- Total suspended Solids – SM 2540D
- Effluent (modified) elutriate
- Elutriate

Included within this task is the continued public outreach efforts with the community, public officials, regulatory agencies, and the public as required to regularly update and inform of dredge material management activities.

Task 5 Project Management	\$ 17,500.00
Other Direct Expenses Budget	<u>\$ 8,000.00</u>
Total “Not To Exceed” Contract for the 2019 Construction Management and Inspection for the CDF 83 Dredge Material Removal	\$ 150,000.00

1. 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.
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.

**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 2019 construction management and inspection for the CDF 83 Dredge Material Removal Program 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-04-55-303-201.

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato, III, CMFO  
Director of Financial Management

  
\_\_\_\_\_  
Peter V. Madden  
Council President

Files: RPS ACT Engineers 2019 Construction Management-Inspection CDF 83 Dredge Material Removal.docx

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 ..... 2019

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

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

March 8, 2019  
March 21, 2019 (Revised)  
Via email [gsavastano@ocnj.us](mailto:gsavastano@ocnj.us)

Mr. George Savastano  
Business Administrator  
The City of Ocean City  
City Hall  
861 Asbury Avenue  
Ocean City, NJ 08226

**Re: 2019 Construction Management/Construction Inspection – CDF 83 Dredged Material Removal, Ocean City, New Jersey**

Dear Mr. Savastano:

ACT Engineers is pleased to provide an estimate for the 2019 Construction Management/Construction Inspection of the removal of dredged material from CDF 83 to support Ocean City's waterway maintenance and restoration. We appreciate the City's continued confidence in the ACT/Anchor Team to implement these programs.

As part of this project, ACT/Anchor proposes the following tasks:

<b>Task 1</b>	<b>CM/CI CDF 83 Dredged Material Removal</b>	<b>Budget</b>	<b>\$64,000</b>
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ACT/Anchor will provide management and inspection oversight for the onsite management, dewatering, excavation, and transportation of dredged material from CDF 83 to an approved off-site alternate-use facility or facilities. The estimated removal quantity of dredged material from CDF 83 is approximately 70,000 tons (which includes a base bid removal of approximately 50,000 tons, and an optional/alternate bid to include removal of an additional 20,000 tons. The contract period of performance is eighty-six (86) calendar days, which includes both the base and alternate volumes. Cost assumes 10 hours per day construction inspection for 60 working days.

As part of the construction management and inspection, ACT/Anchor will oversee the repair of Haul Road, which will include the pre-construction placement of a nominal 3-inch layer of dense grade aggregate (DGA) over the top surface of the haul road to address existing rutting and repair isolated pot holes. Maintenance of Haul Road will continue over the duration of the project.

<b>Task 2</b>	<b>Surveying Services</b>	<b>Budget</b>	<b>\$40,500</b>
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Continued regulatory compliance requires pre/interim and post roadway use topographic surveys to be completed on the haul road. Prior to the start of material emptying activities, and construction in CDF83, ACT will perform and prepare a topographical survey of the Haul Road from Roosevelt Boulevard to the CDF83 (Station 0+00 to 16+00) and the CDF. The work will include obtaining elevations, at 50' stations, of each toe of slope at the edge of stone, each top of slope and the approximate centerline of the haul road and outer top of bank of the dike/berm surrounding the CDF.

The work will include obtaining elevations of the outer top of bank, approximate centerline, and inner top of bank of the dike/berm; and inner slope to the toe of slope. Bathymetric surveying will be performed where the water depth is at least 2-feet in depth (a requirement of the survey instruments). A topographical survey will be prepared with 1-foot contours generated to show existing conditions as of the date of the fieldwork. A profile will be generated for the haul road.

<b>Task 3</b>	<b>Sediment Sampling</b>	<b>Budget</b>	<b>\$12,500</b>
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ACT/Anchor will prepare a sediment sampling plan outlining the proposed sampling scope, including methodology, sampling equipment and techniques, for dredge material management requirements associated with future beneficial reuse projects. The sediment sampling plan will be submitted to NJDEP office of dredging and sediment technology for approval.

ACT/Anchor and its subcontractor Aqua Survey, Inc. will collect sediment samples within the limits of the proposed sediment trap at the mouth of Snug Harbor. Sediment sampling will be conducted at two locations utilizing a vibracore system to advance cores to approximate depths of -16' to -20' MLW. Cores will be logged to characterize the material and identify differing layers and or lenses. For the purpose of this proposal, it is estimated that one sample will be collected from each core and submitted to a New Jersey certified laboratory for analysis under separate contract (City Contract 18-08).

Each core sample will be analyzed for:

- Grain size distribution (ASTM D422 or D4381)
- Total Organic Carbon (USEPA 440.0)
- Water Content (ASTMD653, D2216, or D4643)

Additionally, One composite sample will be analyzed for Tier II Bulk Sediment Chemistry and Elutriate, which includes:

- Base-Neutrals, PAH – 8270D
- Pesticides – 8081B
- Polychlorinated Biphenyls
- Metals (total and dissolved) – 6020A
- Hexavalent Chromium – 7196A
- Cyanide - 9014
- Mercury – 7040A
- Total suspended Solids – SM 2540D
- Effluent (modified) elutriate
- Elutriate

<b>Task 4</b>	<b>Public Outreach/Coordination</b>	<b>Budget</b>	<b>\$7,500</b>
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Included within this task is the continued public outreach efforts with the community, public officials, regulatory agencies, and the public as required to regularly update and inform of dredge material management activities.

<b>Task 5</b>	<b>Project Management</b>	<b>Budget</b>	<b>\$17,500</b>
<b>Other Direct Expenses</b>		<b>Budget</b>	<b>\$ 8,000</b>
<b>Total Estimate</b>			<b>\$ 150,000</b>

### Limitations

The ACT/Anchor Team has attempted to include all work necessary to complete these components of your project. However, this does not guarantee approval or acceptance by the reviewing authorities. Any work not specifically mentioned above, made necessary by governmental or regulatory agencies, site conditions or any other reasons shall be considered extra work and will be completed upon acceptance of a written proposal. The ACT/Anchor Team proposes to conduct this project on a Time and Materials Basis in accordance with the attached rate schedule. Should this proposal be found acceptable, the ACT/Anchor Team agrees to enter into a mutually agreeable contract.

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,



Eric Rosina  
Vice President

C: File No. 019119

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**# 12**

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF OCEAN CITY & ACT ENGINEERS INC. FOR 2019 PROJECT DEVELOPMENT  
FOR THE CITY OF OCEAN CITY**

**WHEREAS**, the City of Ocean City requires professional engineering services to develop a 2019 projects for 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 2019 project development engineers 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 the City of Ocean City 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 develop 2019 projects for the City of Ocean City; 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**, 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; Jessica L. Baird, Purchasing Clerk; 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 2019 Project Development for the City of Ocean City; 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 2019 Project Development as follows:

**Classifications**

**2019 Hourly Rate**

Principal (PIX)	\$ 192.00
Program Manager (PVIII)	\$ 185.00
Managing Professional (PVII)	\$ 172.00
Senior Project Professional (PVI)	\$ 140.00
Project Professional – P.E., L.S., P.P., and L.A. (PV)	\$ 130.00
Sr. Staff Technical Representative (PIV)	\$ 110.00
Staff Technical Representative (PIII)	\$ 95.00
Designer (PII)	\$ 85.00
Senior Technician (ETV)	\$ 105.00
Senior Construction Inspector (ETIV)	\$ 100.00
Construction Inspector (ETIII)	\$ 90.00
Technician (ETII)	\$ 70.00
Administrative Support (CL)	\$ 65.00

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

<u>Classifications (Continued)</u>	<u>2019 Hourly Rate</u>
<u>Other</u>	
Survey Crew (1 or 2 person)	\$ 185.00
Survey Party Chief	\$ 100.00
Survey Technician	\$ 85.00
Surveying Aide	\$ 65.00

Compensation for expenses and other charges shall be as follows:

Truck Charge (up to 100 miles, then plus mileage)	\$100/day
Support Boat Charge	\$450/day
Boat/R/C Hydro Survey Vessel Charge	\$150/day
MileageCurrent Federal Rate	

Rentals/Subcontractors/Bulk Reproduction	Cost + 15%
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**Total Amount for 2019 Project Development “Not to Exceed”..... \$ 30,000.00**

1. 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.
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.

**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 2019 Project Development for the City of Ocean City 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-04-55-303-201.

**CERTIFICATION OF FUNDS**

  
\_\_\_\_\_  
Frank Donato, III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

Files: RPS ACT Engineers 2019 Project Developement.docx

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 ..... 2019

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

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



March 8, 2019

[GSavastano@oc-nj.us](mailto:GSavastano@oc-nj.us)

City of Ocean City  
861 Asbury Avenue  
Ocean City, NJ 08226

Attn: Mr. George Savastano, Business Administrator


**Re: Project Development Professional Services**

Mr. Savastano:

ACT Engineers is pleased to offer engineering, inspection, environmental consulting, land and bathymetric surveying, landscape design and public outreach on an as-needed basis to the City of Ocean City. ACT Engineers will bill these services in accordance with our standard rate schedule (enclosed) as requested by Ocean City. It is anticipated that requested Professional Services will be offered from both our Robbinsville and Linwood NJ office locations. It is understood that services offered under this contract may be utilized in project scoping, coordination and studies which may result in the preparation of separate cost estimates for specific projects.

Should you have any question please do not hesitate to contact this office.

Sincerely,

  
Eric Rosina  
Vice President

Enclosure

**SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES  
FOR OCEAN CITY**

**YEAR 2019**

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
• 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
<b><u>OTHER</u></b>	
• 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)
Support Boat Charge	\$450/day
Boat/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**

**# 13**

**AUTHORIZING CHANGE ORDER #27 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](http://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; 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**, the City Council of Ocean City, New Jersey authorized Change Order #5 to City Contract #17-53, Northend Drainage Improvements on August 23, 2018 by Resolution #18-54-312 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of (\$90,454.60); and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Orders #6 & 7 to City Contract #17-53, Northend Drainage Improvements on September 13, 2018 by Resolution #18-54-331 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of \$33,084.40; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Orders #8 & 9 to City Contract #17-53, Northend Drainage Improvements on September 27, 2018 by Resolution #18-54-351 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of \$1,632.68; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Orders #10, 11 & 12 to City Contract #17-53, Northend Drainage Improvements on October 23, 2018 by Resolution #18-55-015 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$48,238.76; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Orders #13 & 14 to City Contract #17-53, Northend Drainage Improvements on November 8, 2018 by Resolution #18-55-036 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$63,446.00; and

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #15 to City Contract #17-53, Northend Drainage Improvements on November 29, 2018 by Resolution #18-55-061 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$86,466.45; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #16 to City Contract #17-53, Northend Drainage Improvements on December 13, 2018 by Resolution #18-55-084 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$3,017.00; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Orders #17, 18 & 19 to City Contract #17-53, Northend Drainage Improvements on December 27, 2018 by Resolution #18-55-106 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$184,976.56; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #20 to City Contract #17-53, Northend Drainage Improvements on January 10, 2019 by Resolution #19-55-106 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$111,694.00; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #21 to City Contract #17-53, Northend Drainage Improvements on January 10, 2019 by Resolution #19-55-153 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$8,935.00; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #22, 23, 24 & 25 to City Contract #17-53, Northend Drainage Improvements on February 28, 2019 by Resolution #19-55-186 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$446,164.00; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #26 to City Contract #17-53, Northend Drainage Improvements on March 14, 2019 by Resolution #19-55-210 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$5,000.00; and

**WHEREAS**, George J. Savastano, P.E., City Engineer; Vince Bekier, Aide to the Mayor; Rachel N. Ballezzi, Clerk; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified the modifications to Change Order #22 & Change Order #27 to City Contract #17-53, Northend Drainage Improvements is correct as follows:

**Modification to Change Order # 22**

**Decrease – Correction**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
S-21.	Outfall work	1 Lump Sum	(\$ 4.00)	(\$ 4.00)
<b>Total Amount of Decrease Modification to Change Order #22</b>				<b>(\$ 4.00)</b>
<b>Total Amount of Change Order #22 adopted on February 28, 24, 2019</b>				<b>\$ 24,624.00</b>
<b>Total Amount of Change Order #22 modified per this decrease/correction</b>				<b>\$ 24,620.00</b>

**Change Order # 27**

**Increases – Supplemental Work:**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
S-26.	Excavation By Hand	76 S.Y.	\$ 25.00	\$ 1,900.00
<b>Total Amount of Supplemental Work</b>				<b>\$ 1,900.00</b>

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Change Order # 27 (Continued)

Increases (Continued)

Item	Description	Quantity	Unit Price	Total Price
Extras:				
10.	8" x 18" Concrete Vertical Curb	818 L.F.	\$ 21.50	\$ 17,587.00
12.	Concrete Sidewalk, 4" Thick	395 S.Y.	\$ 58.00	\$ 22,910.00
13.	Concrete Driveway, 6" Thick	264 S.Y.	\$ 58.00	\$ 15,312.00
15.	Detectable Warning Surface	3 Units	\$ 250.00	\$ 750.00
24.	Inlet, Type A	2 Units	\$ 2,997.00	\$ 5,994.00
30.	Reconstructed Inlet, Type A	1 Unit	\$ 1,250.00	\$ 1,250.00
38.	12" Ductile Iron Pipe	50 L.F.	\$ 125.00	\$ 6,250.00
47.	Clean Out	1 Lump Sum	\$ 6,631.00	\$ 6,631.00
53.	Dense-Graded Aggregate Base Course	297 Tons1	\$ 30.00	\$ 8,910.00
Total Amount of Extras				\$ 85,594.00

Total Amount of Increases for Change Order #27 \$ 87,494.00

Total Amount of Change Order #27 including Increases & Decreases..... \$ 87,494.00

Total Amount of City Contract #17-53, Northend Drainage Improvements  
Including Change Order #27 (Total Reflects Corrected CO #22) \$8,986,044.05


WHEREAS, the newly adjusted contract cost including Change Order #27 is \$8,986,044.05 an increase of \$1,123,037.43 to the original contract and a 14.28 (%) .. 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 #27 to City Contract #17-53, Northend Drainage Improvements in the amount of \$87,494.00 (PO #18-00189); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #27 in the net amount of \$87,494.00 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-04-55-307-012. ..

CERTIFICATION OF FUNDS

  
Frank Donato III, CMFO  
Director of Financial Management

  
Peter V. Madden  
Council President

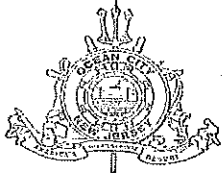
Files: DK-RESCO#27CC#17-53 Northend Drainage Improvements.docx

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 ..... 2019

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

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



# CITY OF OCEAN CITY

## AMERICA'S GREATEST FAMILY RESORT

### MEMORANDUM

TO: Joseph Clark, Purchasing Manager  
FROM: Roger Rinck, Manager Engineering and Construction  
DATE: March 11, 2019  
RE: CHANGE ORDER NO. 27  
NORTH END DRAINAGE IMPROVEMENTS  
Project #: 3-2017-053

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 27  
on the Thursday, March 28, 2019 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 and to make necessary improvements:

EXCAVATION BY HAND	76	S.Y.
8" X 18" CONCRETE VERTICAL CURB	818	L.F.
CONCRETE SIDEWALK, 4" THICK	395	S.Y.
CONCRETE DRIVEWAY, 6" THICK	264	S.Y.
DETECTABLE WARNING SURFACE	3	U
INLET, TYPE A	2	U
RECONSTRUCTED INLET, TYPE A	1	U
12" DUCTILE IRON PIPE	50	L.F.
CLEAN OUT	1	U
DENSE-GRADED AGGREGATE BASE COURSE	297	TONS

This change order represents a total current contract amount net change of  
\$87,494.00 or 14.28%

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## CHANGE ORDER PROPOSAL #27

---

DATE: 2-26-2019  
TO: RACHEL BALLEZZI - CITY OF OCEAN CITY  
CC: FILE  
FROM: L. FERIOZZI CONCRETE COMPANY – JOSEPH L. FERIOZZI  
RE: NORTHEND DRAINAGE IMPROVEMENTS

---

INDICATED BELOW IS THE COST ASSOCIATED WITH ADDED WORK PER REQUEST OF THE CITY FOR WORK COMPLETED THRU 2/22/19 THAT WAS NOT ABLE TO BE INCLUDED IN THE INVOICING DUE TO CONTRACT QUANTITY OVERAGES. PLEASE REVIEW AND CALL WITH ANY QUESTIONS.

### ADDED WORK

ADD 8X18 CONCRETE CUB - ITEM #10:	818 LF @ \$21.50/LF = \$17,587.00
ADD 4" CONCRETE SIDEWALK - ITEM #12:	395 SY @ \$58.00/SY = \$22,910.00
ADD 6" CONCRETE DRIVEWAY - ITEM #13:	264 SY @ \$58.00/SY = \$15,312.00
ADD DEDECTABLE WARNING MAT - ITEM #15:	3 EA. @ \$250.00/EA. = \$750.00
ADD INLET TYPE A - ITEM #24:	2 EA. @ \$2,997.00/EA. = \$5,994.00
ADD RECONSTRUCT INLET TYPE A - ITEM #30:	1 EA. @ \$1,250.00/EA. = \$1,250.00
ADD 12" DUCTILE IRON PIPE - ITEM #38:	50 LF @ \$125.00/LF = \$6,250.00
ADD CLEAN OUT - ITEM #47:	1 EA. @ \$6,631.00/EA. = \$6,631.00
ADD DENSE AGGREGATE BASE - ITEM #53:	297 TONS @ \$30.00/EA. = \$8,910.00
ADD EXCAVATION BY HAND – NEW ITEM:	76 SY @ \$25.00/SY = \$1,900.00

**TOTAL CHANGE ORDER = \$87,494.00**

\*ITEM TO BE PAID PER ACTUAL INSTALLED UNITS



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT  
NORTH END DRAINAGE IMPROVEMENTS

PURCHASE ORDER #  
18-00189

CHANGE ORDER NO. 27  
FILE NO. 3-2017-053

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

REASON FOR CHANGE:  
MATERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION

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-26	EXCAVATION BY HAND	76	S.Y.	\$25.00	\$1,900.00
					SUBTOTAL:	\$1,900.00
EXTRA	10	8" X 18" CONCRETE VERTICAL CURB	816	L.F.	\$21.50	\$17,587.00
	12	CONCRETE SIDEWALK, 4" THICK	395	S.Y.	\$58.00	\$22,910.00
	13	CONCRETE DRIVEWAY, 6" THICK	264	S.Y.	\$58.00	\$15,312.00
	15	DETECTABLE WARNING SURFACE	3	U	\$250.00	\$750.00
	24	INLET, TYPE A	2	U	\$2,997.00	\$5,994.00
	30	RECONSTRUCTED INLET, TYPE A	1	U	\$1,250.00	\$1,250.00
	38	12" DUCTILE IRON PIPE	50	L.F.	\$125.00	\$6,250.00
	47	CLEAN OUT	1	U	\$6,631.00	\$6,631.00
	53	DENSE-GRADED AGGREGATE BASE COURSE	297	TONS	\$30.00	\$8,910.00
					SUBTOTAL:	\$85,594.00
REDUCTION	0			0	\$0.00	
	0			0	\$0.00	
					SUBTOTAL:	\$0.00

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	+ SUPPLEMENTAL	\$1,900.00
3	\$15,558.50	MATERIALS NEEDED TO COMPLETE PROJECT		
4	\$3,070.00	MATERIALS NEEDED TO COMPLETE THE PROJECT	+ EXTRA	\$85,594.00
5	(\$90,454.60)	MATERIALS NEEDED TO COMPLETE PROJECT		



6	(\$23,003.60)	MATERIALS NEEDED TO COMPLETE PROJECT	- REDUCTIONS	\$0.00
7	\$56,088.00	IMPROVEMENTS TO THE SURROUNDING AREA		
8	\$5,382.98	MATERIALS NEEDED RELATED TO THE PROJECT	NET CONTRACT CHANGE	
9	(\$3,750.30)	Materials needed to complete project	THIS CHANGE ORDER	\$87,494.00
10	\$6,847.76	CHECK VALVE REPAIR		
11	\$24,750.00	PHA LOT WORK		
12	\$16,641.00	Materials needed to complete project		
13	\$44,546.00	MATERIALS NEEDED TO COMPLETE PROJECT		
14	\$18,900.00	PAVERS		
15	\$86,466.45	MATERIALS NEEDED TO PROGRESS COMPLETION		
16	\$3,017.00	TYPE REASON HERE		
17	\$29,777.56	IRRIGATION & SOD WORK		
18	\$74,200.00	FIRE HOUSE DRIVEWAY		
19	\$80,999.00	MATERIALS NEEDED TO COMPLETE PROJECT		
20	\$111,649.00	TYPE REASON HERE		
21	\$8,935.00	Materials needed to complete project		
22	\$24,620.00	OUTFALL WORK		
23	\$258,388.00	ERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION		
24	\$8,631.00	3rd ST BULKHEAD - CLEAR OBSTRUCTIONS		
25	\$154,529.00	ERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION		
26	\$5,000.00	ERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION		
27	\$87,494.00	ERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION		
ORIGINAL CONTRACT AMOUNT			\$7,863,006.62	
AMENDED CONTRACT AMOUNT			\$8,986,044.05	
TOTAL CONTRACT CHANGE (AMOUNT)			\$1,123,037.43	
TOTAL CONTRACT CHANGE (PERCENT)			14.28%	
ACCEPTED BY:	L. FERIOZZI CONCRETE COMPANY		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**

**# 14**

**AUTHORIZING CHANGE ORDER #4 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](http://www.ocnj.us); and the Invitation for Bid Proposals 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; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager determined that the apparent low bidder, Pillari Brothers Construction Corporation was 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; Darleen H. Korup, Purchasing Assistant; 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**, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #16-45, Ocean City Drainage Improvements on August 23, 2018 by Resolution #18-54-311 to A.E. Stone, Inc., 1435 Doughty Road, Egg Harbor Township, NJ 08234 in the amount of \$273,300.43 for a total adjusted contract amount of \$6,850,255.43; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #2 to City Contract #16-45, Ocean City Drainage Improvements on October 23, 2018 by Resolution #18-55-012 to A.E. Stone, Inc., 1435 Doughty Road, Egg Harbor Township, NJ 08234 in the amount of \$105,159.90 for a total adjusted contract amount of \$6,955,415.33; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #3 to City Contract #16-45, Ocean City Drainage Improvements on November 8, 2018 by Resolution #18-55-037 to A.E. Stone, Inc., 1435 Doughty Road, Egg Harbor Township, NJ 08234 in the amount of \$189,420.50 for a total adjusted contract amount of \$7,144,835.83; and

**WHEREAS**, Craig A. Wenger, EIT, CFM, AICP, LEED GA, Technical Manager Water Resources, Michael Baker International; George J. Savastano, P.E., City Engineer; Rachel N. Ballezzi, Clerk; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing have reviewed and certified Change Order #4 to City Contract #16-45, Ocean City Drainage Improvements is correct as follows:

**Change Order #4**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>Increase – Supplemental</b>				
S-4.	Internal 12" Check Valve on Waterway	1 Lump Sum	\$ 8,767.50	\$ 8,767.50
<b>Total Amount of Supplemental:</b>				\$ 8,767.50

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Change Order #4 (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>Increase – Extras</b>				
28.	Reset Manhole, Sanitary Sewer, Using Existing Casting	7 Units	\$ 500.00	\$ 3,500.00
30.	Hot Mix Asphalt 9.5 M 64 Surface Course	5 Tons	\$ 100.00	\$ 500.00
31.	8" x 18" Concrete Vertical Curb	598 L.F.	\$ 22.00	\$ 13,156.00
32.	Concrete Gutter, 8" Thick x 18" Wide	487 L.F.	\$ 20.00	\$ 9,740.00
33.	Concrete Sidewalk, 4" Thick	228 S.Y.	\$ 55.00	\$ 12,540.00
34.	Detectable Warning Surface	4 S.Y.	\$ 225.00	\$ 900.00
41.	Concrete Driveway, 6" Thick	9.3 S.Y.	\$ 60.00	\$ 558.00
52.	Fuel Price Adjustment (No Bid)	0.36154 Dollar	\$ 2,900.00	\$ 1,048.47
<b>Total Amount of Extras:</b>				<b>\$ 41,942.47</b>

**Total Amount of Increases for Change Order #4..... \$ 50,709.97**

**Total Amount of Change Order #4 including Increases & Decreases..... \$ 50,709.97**

**Total Amount of City Contract #16-45, Ocean City Drainage Improvements  
Including Change Order #4..... \$7,195,545.80**

**WHEREAS**, the newly adjusted contract cost including Change Order #4 is \$7,195,454.80 an increase of \$618,590.80 to the original contract and a 9.41 (%) 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 #4 to City Contract #16-45, Ocean City Drainage Improvements in the amount of \$50,709.97 (PO #17-00404); and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process Change Order #4 the amount of \$50,709.97 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

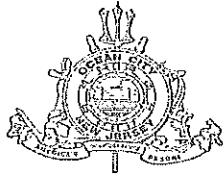
Files: RESCO#4 16-45 OC Drainage Improvements.doc

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 ..... 2019

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

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



# CITY OF OCEAN CITY

## AMERICA'S GREATEST FAMILY RESORT

### MEMORANDUM

TO: Joseph Clark, Purchasing Manager  
FROM: Rachel Ballezzi, Engineering Dept.  
DATE: March 11, 2019  
RE: CHANGE ORDER NO. 4  
2016 ROAD IMPROVEMENT DRAINAGE PROJECT  
Project #: 3-16-045

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 4  
on the Thursday, March 28, 2019 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 and to make necessary improvements:

INTERNAL 12" CHECK VALVE ON WATERWAY	1 LUMP SUM
RESET MANHOLE, SANITARY SEWER, USING EXISTIN	7 U.
HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	5 TON
8" X 18" CONCRETE VERTICAL CURB	598 L.F.
CONCRETE GUTTER, 8" THICK X 18" WIDE	487 L.F.
CONCRETE SIDEWALK, 4" THICK	228 S.Y.
DETECTABLE WARNING SURFACE	4 S.Y.
CONCRETE DRIVEWAY, 6" THICK	9.3 S.Y.
FUEL PRICE ADJUSTMENT (NO BID)	0.36154 DOLLAR

This change order represents a total current contract amount net change of  
\$50,709.97 or 9.41%



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

PURCHASE ORDER #  
17-00404

CHANGE ORDER NO. 4  
FILE NO. 3-16-045

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

REASON FOR CHANGE:  
MATERIALS NEEDED

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	INTERNAL 12" CHECK VALVE ON WATERWAY	1	LUMP SUM	\$8,767.50	\$8,767.50
		0		0	\$0.00	
					<b>SUBTOTAL:</b>	\$8,767.50
EXTRA	28	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	7	U.	\$500.00	\$3,500.00
	30	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	5	TON	\$100.00	\$500.00
	31	8" X 18" CONCRETE VERTICAL CURB	598	L.F.	\$22.00	\$13,156.00
	32	CONCRETE GUTTER, 8" THICK X 18" WIDE	487	L.F.	\$20.00	\$9,740.00
	33	CONCRETE SIDEWALK, 4" THICK	228	S.Y.	\$55.00	\$12,540.00
	34	DETECTABLE WARNING SURFACE	4	S.Y.	\$225.00	\$900.00
	41	CONCRETE DRIVEWAY, 6" THICK	9.3	S.Y.	\$60.00	\$558.00
	52	FUEL PRICE ADJUSTMENT (NO BID)	0.36154	DOLLAR	\$2,900.00	\$1,048.47
		0		0	\$0.00	
					<b>SUBTOTAL:</b>	\$41,942.47
REDUCTION		0		0	\$0.00	
		0		0	\$0.00	
		0		0	\$0.00	
					<b>SUBTOTAL:</b>	\$0.00
CHANGE ORDER SUMMARY						
PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER			
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE		TOTAL	

1	\$273,300.43	TYPE REASON HERE	
2	\$105,159.90	TYPE REASON HERE	+ SUPPLEMENTAL \$8,767.50
3	\$189,420.50	MATERIALS NEEDED TO COMPLETE PROJECT	
4	\$50,709.97	MATERIALS NEEDED	+ EXTRA \$41,942.47
5			- REDUCTIONS \$0.00
6			NET CONTRACT CHANGE
7			THIS CHANGE ORDER \$50,709.97
8			
9			
10			

ORIGINAL CONTRACT AMOUNT \$6,576,955.00

AMENDED CONTRACT AMOUNT \$7,195,545.80

TOTAL CONTRACT CHANGE (AMOUNT) \$618,590.80

TOTAL CONTRACT CHANGE (PERCENT) 9.41%

ACCEPTED BY:

A.E. STONE, INC

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**

**# 15**

**AUTHORIZING CHANGE ORDER #1 TO 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](http://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; 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

**WHEREAS**, the City Council of Ocean City, New Jersey awarded City Contract #18-31, 2018 Back Bay Mechanical Dredging on August 28, 2018 by Resolution #18-54-304 to **Trident Piling Company, LLC, 107 Hospitality Drive, Longport, NJ 08403** in the amount of \$1,038,225.00; and

**WHEREAS**, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Vice President, Act Engineers; Roger Rinck, Manager of Engineering & Construction; Rachel N. Ballezzi, Clerk; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #1 to City Contract #18-31, 2018 Back Bay Mechanical Dredging is correct as follows:

**Change Order #1-7<sup>th</sup> Street Pier & Sunny Harbor Outfall**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
<b><u>Increase – Supplemental Work</u></b>				
S-1	Mechanical Sediment Dredging & Handling: 7 <sup>th</sup> Street Pier E	100 CY	\$ 45.00	\$ 4,500.00
	Excavation, Hauling & Disposal of RSRS Dredge Material from Route 52 CDF	100 CY	\$ 39.50	\$ 3,950.00
	Mechanical Sediment Dredging & Handling Sunny Outfall, Piers & High Areas	150 CY	\$ 49.75	\$ 7,462.50
	Excavation, Hauling & Disposal of NRSRS Dredged Material from Route 52 CDF	150 CY	\$ 75.00	\$ 11,250.00
	Mechanical Sediment Dredging & Handling 7 <sup>th</sup> Street Pier E	1,565 CY	\$ 45.00	\$ 70,425.00
	Excavation, Hauling & Disposal of RSRS Dredge Material from Route 52 CDF	1,565 CY	\$ 39.50	<u>\$ 61,817.50</u>
<b>Total Amount of Supplemental Work</b>				<b>\$ 159,405.00</b>
<b>Total Amount of Increases for Change Order #1</b>				<b>\$ 159,405.00</b>
<b>Total Amount of Change Order #1 including Increase &amp; Decrease.....</b>				<b>\$ 159,405.00</b>
<b>Total Amount of City Contract # 18-31, 2018 Back Bay Mechanical Dredging including Change Order #1.....</b>				<b>\$1,197,630.00</b>

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY


RESOLUTION

**WHEREAS**, the newly adjusted contract cost including Change Order #1 is \$1,197,630.00 an increase of \$159,405.00 to the original contract and a 15.35 (%) percent increase in the total for City Contract #18-31, 2018 Back Bay Mechanical Dredging; 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 #18-31, 2018 Back Bay Mechanical Dredging in the amount of \$159,405.00 (PO #18-02590); and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process Change Order #1 in the amount of \$159,405.00 to City Contract #18-31, 2018 Back Bay Mechanical Dredging (PO #18-02590) issued to Trident Piling Company, LLC, 107 Hospitality Drive, Longport, NJ 08403 and to be charged to Capital Account # C-04-55-303-201.

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

Files: RESCO#1 CC#18-31 2018 Back Bay Mechanical Dredging.docx

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 ..... 2019

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

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



**C.O. TITLE:** 7th Street – Street End Dredging; Waterview Dredging;  
 Sunny Harbor Dredging **DATE:** 2/7/2019  
**PROJECT NAME:** 2018 Back Bay Dredging (City Contract 18-31)  
**CONTRACTOR:** Trident Marine Piling Company **PROJECT NO:** 18-31  
**OWNER:** City of Ocean City

**Change Order Description:**

1. Dredging was performed (by private contractor) within the Nor'Easter Condominium Marina between November 30, 2018 and December 18, 2018 . The dredging of private slips has resulted in an uneven subsurface adjacent to Pier E affecting the 7<sup>th</sup> Street end area (City-owned). This condition is causing the floating docks at those areas to tilt/list during low tide conditions. ACT/Anchor has evaluated the conditions and recommends mechanical dredging of material to be performed along the boundary of Pier E to rectify the situation.
2. Dredging of non-residential sediment was performed in Sunny Harbor under the 2018-19 City contract. Trident completed the contract dredging in Sunny Harbor between November 12-13, 2019. The design dredge prism (including allowable over-dredge) did not include the area up to the outfall located at the southwest corner of the harbor, proximate to Bay Avenue and Walnut Road. ACT/Anchor recommends that this outfall area (approximately 100 cy) be dredged.  
 Additionally, the design prism did not extend to the individual private piers/docks within Sunny Harbor. Post dredge bathymetry indicated that Trident dredged material beyond the horizontal limits to the piers/docks (northeast and southwest), for which they are not eligible for payment per the City contract. This additional dredging is a benefit to the City, as in past dredging programs, areas between the design prisms and private slips required additional dredging to facilitate access to residents. An additional amount of approximately 50 cy of sediment remain along the southeast piers/docks, which was outside of the dredge prism and again, restricts access by residents. ACT/Anchor believes the removal of this material will benefit the City, and recommends additional dredging of this material by Trident.
3. Hydraulic dredging was completed within the bayside of Waterview condominiums under City contract 18-30, between November 9-26, 2018. Due to the limitations of the hydraulic dredging equipment, related to City-owned constricted areas adjacent to private slips, sediment material remains (elevations up to 1' above mean water low). This condition creates an access issue for residents who are in the process of privately dredging their individual slips, especially during low tide. ACT-Anchor recommends mechanically dredging narrow portions of remaining material, to the extent of the privately-owned pilings/docks. Additionally, material located directly adjacent to the bulkheads at Alder Lane and Bayberry Lane (associated with outfalls) will be dredged. ACT recommends approval of mechanically dredging approximately 1,565 cy from these areas.

**C.O. TITLE:** 7th Street – Street End Dredging; Waterview Dredging; Sunny Harbor Dredging **DATE:** 2/7/2019

**PROJECT NAME:** 2018 Back Bay Dredging (City Contract 18-31)

**CONTRACTOR:** Trident Marine Piling Company **PROJECT NO:** 18-31

**OWNER:** City of Ocean City

**The Contract is Modified as Follows:**

1. Dredging will focus along the northern edge of the Pier E floating docks, and will include a pass of approximately 150'x5' (approximately 3' deep) along this boundary (See Attachment 1). It is estimated that approximately 100 cubic yards (CY) of material will be removed for disposal to the approved AUD facility. Dredge volume will be tracked via hopper barge (25 cy capacity). The material is expected to be disposed as residential, and hauled to Tuckahoe Farm. Total dollar value of this change is **\$8,450.00**.
2. Dredging will focus along the northeastern edge of the private piers/docks, and will include approximately 50 cy of material (See Attachment 2). An additional 100 cy of material up to the outfall will also be removed. Dredge volume will be tracked via hopper barge (25 cy capacity). The material will be disposed as non-residential, and hauled to the approved AUD facility. Trident previously dredge 50 cy from areas beyond the dredge prism to private piers/docks. Total dollar value of this change is **\$18,712.50**.
3. Dredging will focus along the edge of the completed hydraulic dredging, and extend to the private pilings/slips along Waterview Condominiums (approx. 5' width). See Attachment 3. It is estimated that a total of 1,565 CY of residential material will be dredged and disposed of at the approved AUD facility. The Dredge volume consists of 1,000 CY to a depth of 3', and an allowable over-dredge volume of 565 CY (to a depth of 4'). Dredge volume will be tracked via hopper barge (25 cy capacity). The Total maximum dollar value of this request is **\$132,242.50**.

The 18-31 contract will be completed up to 100% when removal and disposal of non-residential dredge material from CDF 52 is completed. The value of this Change order is less than 20% of the total contract value.

**Summary of change order values:**

1. 7th St. Street End Dredging = \$8,450
2. Sunny Harbor Non-Pay adjustment and Additional Dredging = \$18,712.50
3. Waterview additional dredging = \$132,242.50

Total = \$159,405.00

ACT/Anchor requests that the Contract 18-31 contract value to be adjusted as follows:

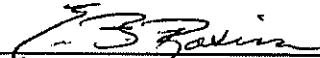
Original Contract Amount:	
Current Contract Amount:	\$1,038,255.00
Amount of this Change:	\$159,405.00
Revised Contract Amount:	\$ 1,197,630.00

Contract time is: ☒ Unchanged ☐ Increased ☐ Decreased by +/- days ☐ Work Days ☐ Cal. Days  
 New In-Water Contract Deadline: N/A

Approved By (Not valid until signed by Owner)

Approval Recommended - Project Engineer

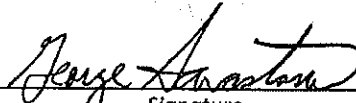
Eric Rosina  
(Print name)

  
Signature

2-8-19  
Date

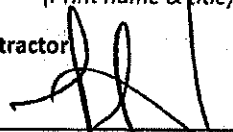
Approved by Owner

George Sevasteno, Administrator  
(Print name & title)

  
Signature

2-8-19  
Date

Contractor

  
(Print name & title)

Signature

Date

Attachments: 1 – 7<sup>th</sup> St Street End Dredging Limits  
2 – Sunny Harbor Additional Dredging Limits  
2 – Additional Waterview Dredging Limits



CITY OF OCEAN CITY, ENGINEERING DIVISION  
2018 BACK BAY MECHANICAL DREDGING

PURCHASE ORDER #  
18-0

CHANGE ORDER NO. 1  
FILE NO. 18-31

CONTRACTOR:  
TRIDENT PILING COMPANY, LLC  
107 HOSPITALITY DRIVE  
LONGPORT, NJ 08403

REASON FOR CHANGE:  
CHANGE ORDER #1 7TH ST PIER & SUNNY OUTFALL/PIERS

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	CHANGE ORDER #1				
		MECHANICAL SEDIMENT DREDGING & HANDLING: 7TH STREET PIER E	100	CY	\$45.00	\$4,500.00
		EXCAVATION, HAULING AND DISPOSAL OF RSRS DREDGE MAT'L FROM ROUTE 52 CDF	100	CY	\$39.50	\$3,950.00
		MECHANICAL SEDIMENT DREDGING & HANDLING: SUNNY OUTFALL, PIERS & HIGH AREAS	150	CY	\$49.75	\$7,462.50
		EXCAVATION, HAULING AND DISPOSAL OF NRSRS DREDGED MAT'L FROM ROUTE 52 CDF	150	CY	\$75.00	\$11,250.00
		MECHANICAL SEDIMENT DREDGING & HANDLING: 7TH ST PIER E	1565	CY	\$45.00	\$70,425.00
		EXCAVATION, HAULING AND DISPOSAL OF RSRS DREDGE MAT'L FROM ROUTE 52 CDF	1565	CY	\$39.50	\$61,817.50
	0			#N/A	\$0.00	
					SUBTOTAL:	\$159,405.00
EXTRA	0			#N/A	\$0.00	
	0			#N/A	\$0.00	
					SUBTOTAL:	\$0.00
REDUCTION	0			#N/A	\$0.00	
	0			#N/A	\$0.00	
					SUBTOTAL:	\$0.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$159,405.00	CHANGE ORDER #1 7TH ST PIER & SUNNY OUTFALL/PIERS		
2			+ SUPPLEMENTAL	\$159,405.00
3				

4			+ EXTRA	\$0.00
5				
6			- REDUCTIONS	\$0.00
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	\$159,405.00
10				

	ORIGINAL CONTRACT AMOUNT	\$1,323,835.00
	AMENDED CONTRACT AMOUNT	\$1,483,240.00
	TOTAL CONTRACT CHANGE (AMOUNT)	\$159,405.00
	TOTAL CONTRACT CHANGE (PERCENT)	12.04%

ACCEPTED BY:	TRIDENT PILING COMPANY, LLC	DATE
APPROVED BY:	PROJECT MANAGER	DATE
	MUNICIPAL ENGINEER	DATE
	PURCHASING AGENT	DATE
	CHIEF FINANCIAL OFFICER	DATE

**RESOLUTION**

**# 16**

**AUTHORIZING THE FINAL PAYMENT AND FINAL ACCEPTANCE OF  
CITY CONTRACT #18-20, 2018 MECHANICAL IMPROVEMENTS  
TO VARIOUS CITY BUILDINGS - PHASE I**

**WHEREAS**, specifications were authorized for advertisement by Resolution #17-53-325 on Thursday, November 16, 2017 for City Contract #18-20, 2018 Mechanical Improvements to Various City Buildings - Phase I; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, November 22, 2017, the Notice to Bidders and the specifications were posted on the City of Ocean City's website, [www.ocnj.us](http://www.ocnj.us) and the Invitation for Bid Proposals was distributed to twenty-four (24) prospective bidder(s) for City Contract #18-20, 2018 Mechanical Improvements to Various City Buildings - Phase I; and

**WHEREAS**, bid proposals were opened for City Contract #18-20, 2018 Mechanical Improvements to Various City Buildings - Phase I on Tuesday, December 12, 2017 and three (3) bid proposals were received per the 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 #18-20, 2018 Mechanical Improvements to Various City Buildings - Phase I awarded to Gaudelli Brothers, Inc., the lowest responsible bidder; and

**WHEREAS**, the City Council of Ocean City, New Jersey awarded City Contract #18-20, 2018 Mechanical Improvements to Various City Buildings - Phase I on December 28, 2017 by Resolution #17-54-006 to Gaudelli Brothers, Inc., 202 S. Wade Blvd, Millville Industrial Park, Millville, NJ 08332 in the amount of \$145,500.00; and

**WHEREAS**, George J. Savastano, PE, Business Administrator; Rachel N. Ballezzi, Clerk; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified that all work has been completed in accordance with the job specifications and that the Maintenance Bond, Release of Liens, Application for Final Payment and Certified Payrolls have been submitted and are in proper order for City Contract # 18-20, 2018 Mechanical Improvements to Various City Buildings - Phase I; and

**WHEREAS**, the final adjusted contract cost is \$145,500.00 the original contract for City Contract #18-20, 2018 Mechanical Improvements to Various City Buildings - Phase I; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, NJ that it authorizes Final Acceptance and Final Payment in the amount of \$26,969.00 for City Contract #18-20, 2018 Mechanical Improvements to Various City Buildings - Phase I (PO #18-00226); and

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process Final Payment in the amount of \$26,969.00 to City Contract #18-20, 2018 Mechanical Improvements to Various City Buildings - Phase I (PO #18-00226) issued to Gaudelli Brothers, Inc., 202 S. Wade Blvd, Millville Industrial Park, Millville, NJ 08332 to be charged to the following Capital Account #C-04-55-301-306-\$25,969.00 (PO #18-00226 Balance) & Grant Account #G-02-40-181-235-\$1,000.00 (PO #18-00226 Balance).

CERTIFICATION OF FUNDS



Frank Donato III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

Files: RESFAFPCC#18-20, 2018 Mechanical Improvements to Various City Buildings-Phase I.docx

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 ..... 2019

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

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



January 28, 2019

Mr. Roger Rinck  
Manager Engineering and Construction  
City of Ocean City  
115 E. 12th Street  
Ocean City, New Jersey 08226

Re: City Contract 18-20  
2018 Mechanical Improvements at  
Various City Buildings - Phase 1  
Ocean City, New Jersey

Dear Roger:

This correspondence is to confirm that we have visually inspected the Ocean City firehouse complex at 4516 West Avenue, Ocean City, and can confirm that all work specified under City Contract 18-20 appears to have been completed by the project's Contractor.

If you should have any questions or desire any additional information regarding this matter, please do not hesitate to contact me.

Sincerely,  
Concord Atlantic Engineers, Inc.

A handwritten signature in black ink, appearing to read "Michael P. Toy".

Michael P. Toy, P.E., Ph.D.  
Senior Project Engineer  
NJ License No. 24GE03580700

Cc: Rachel Ballezzi, City of Ocean City

G:\OCEAN CITY\8C17240 Ocean City M&P Eng Various City Bldgs\4516 West Avenue Fire House Station\Correspondence\lrs\RR 1-28-18.docx

2311 Atlantic Ave. Atlantic City, NJ 08401 P: (609) 246-7255 F: (609) 246-7413

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[www.concord-engineering.com](http://www.concord-engineering.com)



**CONTRACTOR INVOICE  
PAYMENT CERTIFICATE**

Certificate No. 3

PO No.: 18-00226  
Project: 2018 MECHANICAL IMPROVEMENTS AT VARIOUS  
CITY BUILDINGS - PHASE 1  
File No.: 18-20

Contractor: GAUDELLI BROS., INC.  
202 S. WADE BLVD, MILLVILLE INDUSTRIAL PARK  
MILLVILLE, NJ 08332

ITEM NO.	ITEM DESCRIPTION	CONTRACT QTY	UNITS	UNIT PRICE	CONTRACT AMOUNT	QTY COMPL CERT #3	AMOUNT PAYABLE CERT #3	TOTAL QTY COMPL	% COMPL	OVERAGE (paid at closeout)	TOTAL AMOUNT PAYABLE
1	ALL WORK SPECIFIED FOR IMPROVEMENTS AT THE CITY OWNED COMPLEX LOCATED AT 4516 WEST AVE, OCEAN CITY	1	LUMP SUM	\$129,200.00	\$129,200.00	0.037926	\$4,900.00	0.974071	97.41%	\$0.00	\$125,850.00
2	ALL WORK SPECIFIED FOR A NEW EV CHARGING STATION LOCATED ON THE PARKING LOT AT CITY HALL 861 ASBURY AVE, OCEAN CITY	1	LUMP SUM	\$16,300.00	\$16,300.00		\$0.00	0	0.00%	\$0.00	\$0.00

**Summary**

Subtotals: \$4,900.00 \$0.00 \$125,850.00

Change Orders

No.	Description	Amount	Percent
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total		\$0.00	0.00%

Previous Payments

No.	Amount	No.	Amount
1	\$58,679.95	9	
2	\$59,851.05	10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
Total		Total	\$118,531.00

Contract Information

Original Contract Amount	\$145,500.00
Contract Change ( Amount )	\$0.00
Contract Change ( Percent )	0.00%
Amended Contract Amount	\$145,500.00
Date Notice to proceed issued:	1/0/1900
Calendar Day Completion Time:	0
Approved Calendar Day Extension:	
Contract Completion Date:	1/0/1900

Payment Information

Total Amount Complete	\$125,850.00
Less Overage	\$0.00
Less Retained 2%	\$2,517.00
Less Penalties (none at this time)	\$0.00
Sub Total	\$123,333.00
Less Amount Previously Paid	\$118,531.00

The contractor's signature below is his assurance to the City, concerning payment herein applied for, that:

- (1) the Work has been performed as required in the Contract Documents,
- (2) all sums previously paid to Contractor under this Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract and
- (3) the Contractor is legally entitled to this payment.

PROJECT MANAGER

Date

Contractor's Signature

Date

\$4,802.00

PAYMENT REQUESTED

# APPLICATION FOR PAYMENT

CAP702

Page: 1 of 3

To:  
City of Ocean City  
861 Asbury Ave  
Ocean City, NJ 08226

PROJECT:  
OC 46TH FIRE STATION  
46th St Fire Station HVAC Improve  
EV Charging Station-City Hall  
PO # 18-00226

From: Contractor:  
Gaudelli Bros., Inc.  
202 S. Wade Blvd.  
Millville, NJ 08332

VIA ARCHITECT:  
Concord Engineering  
Att: Mike Toy

Application No.:	Application Date:	Period To:	Contract Date:
3	JUN 18, 2018	JUN 30, 2018	DEC 28, 2018
Project Nos:			
Distribution List:	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Construction Mgr	
	<input type="checkbox"/> Architect	<input type="checkbox"/> Field	
	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other	

CONTRACT FOR: Firehouse & Charging Station

## Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: \$ 145,500.00
2. Net of Change Orders: \$ 0.00
3. Net Amount of Contract: \$ 145,500.00
4. Total Completed & Stored to Date: \$ 125,850.00
5. Retainage Summary:
  - a. 2.00 % of Completed Work \$ 2,517.00
  - b. 2.00 % of Stored Material \$ 0.00Total Retainage: \$ 2,517.00
6. Total Completed Less Retainage: \$ 123,333.00
7. Less Previous Applications: \$ 118,531.00

8. Current Payment Due, This Application: \$ 4,802.00

9. Contract Balance (Including Retainage): \$ 22,167.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	

## CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature)

Gaudelli Bros., Inc.

Date: JUN 18, 2018

State Authorized: New Jersey

County of: Cumberland

Subscribed and sworn to before

me this 17th day of July, 2018

Notary Public: *[Signature]*

My Commission expires: 6-18-2018

## ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

## AMOUNT CERTIFIED:

(Architect's Signature)

Date: \_\_\_\_\_

# APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 3 Pages

<b>From:</b> Gaudelli Bros., Inc. 202 S. Wade Blvd. Millville, NJ 08332	<b>To:</b> City of Ocean City 861 Asbury Ave Ocean City, NJ 08226	<b>Project:</b> OC 46TH FIRE STATION 46th St Fire Station HVAC Improve EV Charging Station-City Hall PO # 18-00226	<b>Application No:</b> 3 <b>Application Date:</b> 6/18/2018 <b>Period To:</b> 6/30/2018 <b>Contract Date:</b> 12/28/2018 <b>Architects Project#:</b>
--	--	--	--

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period				
1	Bond	2,675.00	2,675.00	0.00	0.00	2,675.00	0.00	53.50
2	Demolition	7,660.00	7,660.00	0.00	0.00	7,660.00	0.00	153.20
3	UH/Furnace/MUA & Condenser	24,640.00	24,640.00	0.00	0.00	24,640.00	0.00	492.80
4	Labor-Hang New Unit Heater	3,300.00	3,300.00	0.00	0.00	3,300.00	0.00	66.00
5	Labor-Hang AHU/MUA	2,850.00	2,850.00	0.00	0.00	2,850.00	0.00	57.00
6	Labor-Set Condenser	500.00	500.00	0.00	0.00	500.00	0.00	10.00
7	Exhaust fans	1,900.00	1,900.00	0.00	0.00	1,900.00	0.00	38.00
8	Labor-Hang Exhaust Fans	1,450.00	1,450.00	0.00	0.00	1,450.00	0.00	29.00
9	GRDs	725.00	725.00	0.00	0.00	725.00	0.00	14.50
10	Labor-Install GRDs	1,425.00	1,425.00	0.00	0.00	1,425.00	0.00	28.50
11	Pipe	4,250.00	4,250.00	0.00	0.00	4,250.00	0.00	85.00
12	labor-Piping	17,200.00	17,200.00	0.00	0.00	17,200.00	0.00	344.00
13	Duct	8,850.00	8,850.00	0.00	0.00	8,850.00	0.00	177.00
14	Labor-Hang Duct	13,975.00	13,975.00	0.00	0.00	13,975.00	0.00	279.50
16	Start Up	1,900.00	0.00	1,900.00	0.00	1,900.00	0.00	38.00
17	Electric-Demolition	2,800.00	2,800.00	0.00	0.00	2,800.00	0.00	56.00
18	Cond/wire & Panels	5,200.00	5,200.00	0.00	0.00	5,200.00	0.00	104.00
19	Labor-Cond/wire	10,350.00	10,350.00	0.00	0.00	10,350.00	0.00	207.00
20	Fire Alarm	11,200.00	11,200.00	0.00	0.00	11,200.00	0.00	224.00
21	Insulation	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00	60.00
22	Test & Balance	1,350.00	0.00	0.00	0.00	0.00	1,350.00	0.00
23	O & M Manuals	500.00	0.00	0.00	0.00	0.00	500.00	0.00
24	Punch List	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
	<b>SUBTOTALS</b>	<b>129,200.00</b>	<b>120,950.00</b>	<b>4,900.00</b>	<b>0.00</b>	<b>125,850.00</b>	<b>3,350.00</b>	<b>2,517.00</b>
25		0.00	0.00	0.00	0.00	0.00	0.00	0.00
		<b>129,200.00</b>	<b>120,950.00</b>	<b>4,900.00</b>	<b>0.00</b>	<b>125,850.00</b>	<b>3,350.00</b>	<b>2,517.00</b>

## APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 3 of 3 Pages

**From:**

**Gaudelli Bros., Inc.**  
202 S. Wade Blvd.  
Millville, NJ 08332

**To:**

City of Ocean City  
861 Asbury Ave  
Ocean City, NJ 08226

Project:

OC 46TH FIRE STATION  
46th St Fire Station HVAC Improve  
EV Charging Station-City Hall  
PO # 18-00226

Application No: 3

Application Date: 6/18/2018

Period To: 6/30/2018

Contract Date: 12/28/2018

Architects Project#:

[illegible]

**CONTRACTOR INVOICE  
PAYMENT CERTIFICATE**

PO No.: 18-00226

Project: 2018 MECHANICAL IMPROVEMENTS AT VARIOUS  
CITY BUILDINGS - PHASE 1

File No.: 18-20

Contractor:

Certificate No. 4

GAUDELLI BROS., INC.  
202 S. WADE BLVD, MILLVILLE INDUSTRIAL PARK  
MILLVILLE, NJ 08332

ITEM NO.	ITEM DESCRIPTION	CONTRACT QTY	UNITS	UNIT PRICE	CONTRACT AMOUNT	QTY COMPL CERT #4	AMOUNT PAYABLE CERT #4	TOTAL QTY COMPL	% COMPL	OVERAGE (paid at closeout)	TOTAL AMOUNT PAYABLE
1	ALL WORK SPECIFIED FOR IMPROVEMENTS AT THE CITY OWNED COMPLEX LOCATED AT 4516 WEST AVE, OCEAN CITY	1	LUMP SUM	\$129,200.00	\$129,200.00	0.025929	\$3,350.00	1	100.00%	\$0.00	\$129,200.00
2	ALL WORK SPECIFIED FOR A NEW EV CHARGING STATION LOCATED ON THE PARKING LOT AT CITY HALL 861 ASBURY AVE, OCEAN CITY	1	LUMP SUM	\$16,300.00	\$16,300.00	1	\$16,300.00	1	100.00%	\$0.00	\$16,300.00

**Summary**

Subtotals: \$19,650.00 \$0.00 \$145,500.00

**Change Orders**

No.	Description	Amount	Percent
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total		\$0.00	0.00%

**Previous Payments**

No.	Amount	No.	Amount
1	\$58,679.95	9	
2	\$59,851.05	10	
3	\$4,802.00	11	
4		12	
5		13	
6		14	
7		15	
8		16	
Total		Total	\$123,333.00

**Contract Information**

Original Contract Amount	\$145,500.00
Contract Change ( Amount )	\$0.00
Contract Change ( Percent )	0.00%
Amended Contract Amount	\$145,500.00
Date Notice to proceed issued:	1/0/1900
Calendar Day Completion Time:	0
Approved Calendar Day Extension:	
Contract Completion Date:	1/0/1900

**Payment Information**

Total Amount Complete	\$145,500.00
Less Overage	\$0.00
Less Retained 2%	\$2,910.00
Less Penalties (none at this time)	\$0.00
Sub Total	\$142,590.00
Less Amount Previously Paid	\$123,333.00

The contractor's signature below is his assurance to the City, concerning payment herein applied for, that:

- (1) the Work has been performed as required in the Contract Documents,
- (2) all sums previously paid to Contractor under this Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract and
- (3) the Contractor is legally entitled to this payment.

PROJECT MANAGER

Date

Contractor's Signature

Date

\$19,257.00  
PAYMENT REQUESTED

# APPLICATION FOR PAYMENT

CAP702

Page: 1 of 3

To:  
City of Ocean City  
861 Asbury Ave  
Ocean City, NJ 08226

PROJECT:  
OC 46TH FIRE STATION  
46th St Fire Station HVAC Improve  
EV Charging Station-City Hall  
PO # 18-00226

From Contractor:  
Gaudelli Bros., Inc.  
202 S. Wade Blvd.  
Millville, NJ 08332

VIA ARCHITECT:  
Concord Engineering  
Att: Mike Toy

Application No.: Application Date: Period To: Contract Date:  
4 AUG 1,2018 JUL 31,2018 DEC 28,2018  
Project Nos:

Distribution List: ☒ Owner ☐ Construction Mgr  
☐ Architect ☐ Field  
☐ Contractor ☐ Other

CONTRACT FOR: Firehouse & Charging Station

## Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: \$ 145,500.00  
2. Net of Change Orders: \$ 0.00  
3. Net Amount of Contract: \$ 145,500.00  
4. Total Completed & Stored to Date: \$ 145,500.00

### 5. Retainage Summary:

a. 2.00 % of Completed Work \$ 2,910.00  
b. 2.00 % of Stored Material \$ 0.00  
Total Retainage: \$ 2,910.00

6. Total Completed Less Retainage: \$ 142,590.00  
7. Less Previous Applications: \$ 123,333.00

8. Current Payment Due, This Application: \$ 19,257.00

9. Contract Balance (Including Retainage): \$ 2,910.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	

## CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature)

Gaudelli Bros., Inc.

Date: AUG 1,2018

State Authorized: New Jersey  
County of: Cumberland

Subscribed and sworn to before  
me this 23 day of January, 2018  
Notary Public: Ruth Amore  
My Commission expires: 11/15/22

RUTH AMORE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES NOV. 15, 2022

## ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

## AMOUNT CERTIFIED:

(Architects Signature) \_\_\_\_\_ Date: \_\_\_\_\_

# APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 3 Pages

<b>From:</b> Gaudelli Bros., Inc. 202 S. Wade Blvd. Millville, NJ 08332	<b>To:</b> City of Ocean City 861 Asbury Ave Ocean City, NJ 08226	<b>Project:</b> OC 46TH FIRE STATION 46th St Fire Station HVAC Improve EV Charging Station-City Hall PO # 18-00226	Application No: 4 Application Date: 8/01/2018 Period To: 7/31/2018 Contract Date: 12/28/2018 Architects Project#:
--	--	--	---

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	Bond	2,675.00	2,675.00	0.00	0.00	2,675.00	100	0.00	53.50
2	Demolition	7,660.00	7,660.00	0.00	0.00	7,660.00	100	0.00	153.20
3	UH/Furnace/MUA & Condenser	24,640.00	24,640.00	0.00	0.00	24,640.00	100	0.00	492.80
4	Labor-Hang New Unit Heater	3,300.00	3,300.00	0.00	0.00	3,300.00	100	0.00	66.00
5	Labor-Hang AHU/MUA	2,850.00	2,850.00	0.00	0.00	2,850.00	100	0.00	57.00
6	Labor-Set Condenser	500.00	500.00	0.00	0.00	500.00	100	0.00	10.00
7	Exhaust fans	1,900.00	1,900.00	0.00	0.00	1,900.00	100	0.00	38.00
8	Labor-Hang Exhaust Fans	1,450.00	1,450.00	0.00	0.00	1,450.00	100	0.00	29.00
9	GRDs	725.00	725.00	0.00	0.00	725.00	100	0.00	14.50
10	Labor-Install GRDs	1,425.00	1,425.00	0.00	0.00	1,425.00	100	0.00	28.50
11	Pipe	4,250.00	4,250.00	0.00	0.00	4,250.00	100	0.00	85.00
12	labor-Piping	17,200.00	17,200.00	0.00	0.00	17,200.00	100	0.00	344.00
13	Duct	8,850.00	8,850.00	0.00	0.00	8,850.00	100	0.00	177.00
14	Labor-Hang Duct	13,975.00	13,975.00	0.00	0.00	13,975.00	100	0.00	279.50
16	Start Up	1,900.00	1,900.00	0.00	0.00	1,900.00	100	0.00	38.00
17	Electric-Demolition	2,800.00	2,800.00	0.00	0.00	2,800.00	100	0.00	56.00
18	Cond/wire & Panels	5,200.00	5,200.00	0.00	0.00	5,200.00	100	0.00	104.00
19	Labor-Cond/wire	10,350.00	10,350.00	0.00	0.00	10,350.00	100	0.00	207.00
20	Fire Alarm	11,200.00	11,200.00	0.00	0.00	11,200.00	100	0.00	224.00
21	Insulation	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	60.00
22	Test & Balance	1,350.00	0.00	1,350.00	0.00	1,350.00	100	0.00	27.00
23	O & M Manuals	500.00	0.00	500.00	0.00	500.00	100	0.00	10.00
24	Punch List	1,500.00	0.00	1,500.00	0.00	1,500.00	100	0.00	30.00
	<b>SUBTOTALS</b>	129,200.00	125,850.00	3,350.00	0.00	129,200.00	100	0.00	2,584.00
25		0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		129,200.00	125,850.00	3,350.00	0.00	129,200.00	100	0.00	2,584.00

## Page 3 of 3 Pages

Architects Project#:

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**CONTRACTOR INVOICE  
PAYMENT CERTIFICATE**

Certificate No. 5

PO No.: 18-00226 Contractor:  
Project: 2018 MECHANICAL IMPROVEMENTS AT VARIOUS  
CITY BUILDINGS - PHASE 1  
File No.: 18-20

GAUDELLI BROS., INC.  
202 S. WADE BLVD, MILLVILLE INDUSTRIAL PARK  
MILLVILLE, NJ 08332

ITEM NO.	ITEM DESCRIPTION	CONTRACT QTY	UNITS	UNIT PRICE	CONTRACT AMOUNT	QTY COMPL CERT #5	AMOUNT PAYABLE CERT # 5	TOTAL QTY COMPL	% COMPL	OVERAGE (paid at closeout)	TOTAL AMOUNT PAYABLE
1	ALL WORK SPECIFIED FOR IMPROVEMENTS A THE CITY OWNED COMPLEX LOACTED AT 4516 WEST AVE, OCEAN CITY	1	LUMP SUM	\$129,200.00	\$129,200.00		\$0.00	1	100.00%	\$0.00	\$129,200.00
2	ALL WORK SPECIFIED FOR A NEW EV CHARGING STATION LOCATED ON THE PARKING LOT AT CITY HALL 861 ASBURY AVE, OCEAN CITY	1	LUMP SUM	\$16,300.00	\$16,300.00		\$0.00	1	100.00%	\$0.00	\$16,300.00

**Summary**

**Subtotals:**

\$0.00

\$0.00

\$145,500.00

**Change Orders**

No.	Description	Amount	Percent
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total		\$0.00	0.00%

**Previous Payments**

No.	Amount	No.	Amount
1	\$58,679.95	9	
2	\$59,861.05	10	
3	\$4,802.00	11	
4	\$19,257.00	12	
5		13	
6		14	
7		15	
8		16	
Total		Total	\$142,590.00

**Contract Information**

Original Contract Amount	\$145,500.00
Contract Change ( Amount )	\$0.00
Contract Change ( Percent )	0.00%
Amended Contract Amount	\$145,500.00
Date Notice to proceed Issued:	1/0/1900
Calendar Day Completion Time:	0
Approved Calendar Day Extension:	
Contract Completion Date:	1/0/1900

**Payment Information**

Total Amount Complete	\$145,500.00
Less Overage	\$0.00
Less Retained 2%	
Less Penalties (none at this time)	\$0.00
Sub Total	\$145,500.00
Less Amount Previously Paid	\$142,590.00

The contractor's signature below is his assurance to the City, concerning payment herein applied for, that:

- (1) the Work has been performed as required in the Contract Documents,
- (2) all sums previously paid to Contractor under this Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract and
- (3) the Contractor is legally entitled to this payment.

PROJECT MANAGER

Date

Contractor's Signature

Date

\$2,918.00

PAYMENT REQUESTED

# APPLICATION FOR PAYMENT

CAP702

Page: 1 of 3

To:

City of Ocean City  
861 Asbury Ave  
Ocean City, NJ 08226

PROJECT:

OC 46TH FIRE STATION  
46th St Fire Station HVAC Improveme  
EV Charging Station-City Hall  
PO # 18-00226

From Contractor:

Gaudelli Bros., Inc.  
202 S. Wade Blvd.  
Millsville, NJ 08332

VIA ARCHITECT:

Concord Engineering  
Attn: Mike Toy

Application No.: Application Date: Period To: Contract Date:  
5 AUG 1,2018 AUG 1,2018 DEC 28,2018  
Project Nos:

Distribution List: ☒ Owner ☐ Construction Mgr  
☐ Architect ☐ Field  
☐ Contractor ☐ Other

CONTRACT FOR: Firehouse & Charging Station

## Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: \$ 145,500.00
2. Net of Change Orders: \$ 0.00
3. Net Amount of Contract: \$ 145,500.00
4. Total Completed & Stored to Date: \$ 145,500.00
5. Retainage Summary:

- a. 2.00 % of Completed Work \$ 0.00
- b. 2.00 % of Stored Material \$ 0.00
- Total Retainage: \$ 0.00

6. Total Completed Less Retainage: \$ 145,500.00
7. Less Previous Applications: \$ 142,590.00

8. Current Payment Due, This Application: \$ 2,910.00

9. Contract Balance (Including Retainage): \$ 0.00

CHANGE ORDER Activity		Subtractions	
Total previously approved:	0.00	Additions	0.00
Total approved this Month:	0.00		0.00
Sub Totals:	0.00		0.00
NET of Change Orders:	0.00		

## CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature)

Gaudelli Bros., Inc.

Date: AUG 1,2018

State Authorized: New Jersey

County of: Cumberland

Subscribed and sworn to before

me this 28 day of August, 2018

Notary Public: Ruth Amore

My Commission expires: 11/15/22

RUTH AMORE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES NOV. 15, 2022

## ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

(Architect's Signature)

Date:

# APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 3 Pages

From:

Gaudelli Bros., Inc.  
202 S. Wade Blvd.  
Millville, NJ 08332

To:

City of Ocean City  
861 Asbury Ave  
Ocean City, NJ 08226

Project:

OC 46TH FIRE STATION  
46th St Fire Station HVAC Improve  
EV Charging Station-City Hall  
PO # 18-00226

Application No: 5

Application Date: 8/01/2018

Period To: 8/01/2018

Contract Date: 12/28/2018

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I - Balance To Finish (C - G)	J Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	Bond	2,675.00	2,675.00	0.00	0.00	2,675.00	100	0.00	0.00
2	Demolition	7,660.00	7,660.00	0.00	0.00	7,660.00	100	0.00	0.00
3	UH/Furnace/MUA & Condenser	24,640.00	24,640.00	0.00	0.00	24,640.00	100	0.00	0.00
4	Labor-Hang New Unit Heater	3,300.00	3,300.00	0.00	0.00	3,300.00	100	0.00	0.00
5	Labor-Hang AHU/MUA	2,850.00	2,850.00	0.00	0.00	2,850.00	100	0.00	0.00
6	Labor-Set Condenser	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
7	Exhaust fans	1,900.00	1,900.00	0.00	0.00	1,900.00	100	0.00	0.00
8	Labor-Hang Exhaust Fans	1,450.00	1,450.00	0.00	0.00	1,450.00	100	0.00	0.00
9	GRDs	725.00	725.00	0.00	0.00	725.00	100	0.00	0.00
10	Labor-Install GRDs	1,425.00	1,425.00	0.00	0.00	1,425.00	100	0.00	0.00
11	Pipe	4,250.00	4,250.00	0.00	0.00	4,250.00	100	0.00	0.00
12	labor-Piping	17,200.00	17,200.00	0.00	0.00	17,200.00	100	0.00	0.00
13	Duct	8,850.00	8,850.00	0.00	0.00	8,850.00	100	0.00	0.00
14	Labor-Hang Duct	13,975.00	13,975.00	0.00	0.00	13,975.00	100	0.00	0.00
16	Start Up	1,900.00	1,900.00	0.00	0.00	1,900.00	100	0.00	0.00
17	Electric-Demolition	2,800.00	2,800.00	0.00	0.00	2,800.00	100	0.00	0.00
18	Cond/wire & Panels	5,200.00	5,200.00	0.00	0.00	5,200.00	100	0.00	0.00
19	Labor-Cond/wire	10,350.00	10,350.00	0.00	0.00	10,350.00	100	0.00	0.00
20	Fire Alarm	11,200.00	11,200.00	0.00	0.00	11,200.00	100	0.00	0.00
21	Insulation	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	0.00
22	Test & Balance	1,350.00	1,350.00	0.00	0.00	1,350.00	100	0.00	0.00
23	O & M Manuals	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
24	Punch List	1,500.00	1,500.00	0.00	0.00	1,500.00	100	0.00	0.00
	<b>SUBTOTALS</b>	129,200.00	129,200.00	0.00	0.00	129,200.00	100	0.00	0.00
25		0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		129,200.00	129,200.00	0.00	0.00	129,200.00	100	0.00	0.00

## Page 3 of 3 Pages

Architects Project#:

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**CITY OF OCEAN CITY**  
**CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**# 17**

**AUTHORIZING THE EXTENSION OF CITY CONTRACT #17-18,  
MAINTENANCE OF CITY OWNED GROUNDS & GARDEN PLOTS**

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

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

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

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

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

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots on May 11, 2017 by Resolution #17-53-147 to A. Guzzo Landscaping, LLC, 3101 Route 42 Store #7, Sicklerville, NJ 08081 in the amount of \$6,486.00 resulting in a total contract adjustment of \$43,407.00; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Orders #2 & 3 to City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots on August 22, 2017 by Resolution #17-53-257 to A. Guzzo Landscaping, LLC, 3101 Route 42 Store #7, Sicklerville, NJ 08081 in the amount of \$9,872.50 resulting in a total contract adjustment of \$53,279.50; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized the contract extension of City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots on January 11, 2018 by Resolution #18-54-030 to A. Guzzo Landscaping, LLC, 3101 Route 42 Store #7, Sicklerville, NJ 08081 in the amount of \$41,037.40; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #4 to City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots on July 12, 2018 by Resolution #18-54-266 to A. Guzzo Landscaping, LLC, 3101 Route 42 Store #7, Sicklerville, NJ 08081 in the amount of \$900.00 resulting in a 2018 total contract adjustment of \$41,937.40; and

**WHEREAS**, the secondary award options of the contract are based on the October 2018 posting for the Philadelphia-Wilmington-Atlantic City Consumer Price Index (CPI-U), which was posted at 1.6% percent; and

**WHEREAS**, Joseph P. Berenato, Director of Public Works; Steven Longo, Manager; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager reviewed the bid proposals and specifications and recommend that the City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots is hereby recommended to extend the contract for an additional one (1) year time period (January 1, 2019 – December 31, 2019) in accordance with N.J.S.A. 40A: 11-15; and

**WHEREAS**, the vendor is advised that this award does not guarantee that all of the items listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As items are required, the City Purchasing Manger shall issue a Purchase Order (PO) for those items. No items shall be sent to the City without first obtaining a Purchase Order for said items; 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 that City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots be and is hereby extended for award to the following lowest responsible bidder:

<div><b>A. Guzzo Landscaping, LLC</b> <b>3101 Route 42 Store #7</b> <b>Sicklerville, NJ 08081</b></div>
---

**Base Bid - Group A - Central/South Locations**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Weekly Cost</b>	<b>Total Cost</b> <b>3<sup>rd</sup> Year - 2019</b>
1.	<b>16<sup>th</sup> Street &amp; Bay Avenue 1609/1 Plot (1 plot).</b> Cutting, fertilizing, mulching & weeding of the beds & the application of a pre-emergent in the Spring	31 Weeks	\$ 40.32	\$ 1,269.76
2.	<b>106 West 17<sup>th</sup> Street NO ID # Plot (1 plot).</b> Cutting, fertilizing, mulching & weeding of the beds & application of a pre-emergent in the Spring	31 Weeks	\$ 20.16	\$ 634.88
3.	<b>17<sup>th</sup> &amp; 18<sup>th</sup> Street, 1610/1, 1712/1, 1712/1 Bay Avenue Plots (3 plots), (88' x 90' x 108 ').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring	31 Weeks	\$ 40.32	\$ 1,269.76
4.	<b>16<sup>th</sup> Street &amp; Pleasure Avenue Plot, 1609/1, (85' x 114' x 170').</b> Cutting, fertilizing, edging, mulching, weeding of the beds and the application of a pre-emergent in the Spring	31 Weeks	\$ 40.32	\$ 1,269.76
5.	<b>Walnut Road Plot, 1918/1 (97' x 104' x 166').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring	31 Weeks	\$ 40.32	\$ 1,269.76
6.	<b>Barbados Lane Plot, 2011/1 (252' x 43).</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring	31 Weeks	\$ 52.42	\$ 1,650.69
7.	<b>Leyte Lane Plot, 2117/1 (200' x 210' x 110').</b> Cutting, edging, mulching, weeding of the beds & application of a pre-emergent in the Spring, thatch, aerate, seed, fertilizer to establish a healthy consistent lawn appearance. Fall maintenance to include the application of a post-emergent, a secondary application of seed & fertilizer, thatching & aerating.	31 Weeks	\$ 52.42	\$ 1,650.69
8.	<b>Bayshore Drive Plot, 1810.01/1 (230' x 225' x 340').</b> Cutting, edging, mulching, weeding of the beds & application of a pre-emergent in the Spring, thatch, aerate, seed, fertilizer to establish a healthy consistent lawn appearance. Fall maintenance to include the application of a post-emergent, a secondary application of seed & fertilizer, thatching & aerating.	31 Weeks	\$ 58.46	\$ 1,841.15

*CITY OF OCEAN CITY*  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**A. Guzzo Landscaping, LLC (Continued)**

**Base Bid - Group A - Central/South Locations (Continued)**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Weekly Cost</b>	<b>Total Cost</b>
				<b>3<sup>rd</sup> Year - 2019</b>
9.	<b>20<sup>th</sup> to 24<sup>th</sup> Streets &amp; Haven Avenue, 71.00/1 (2,100' x 4').</b> Cutting, fertilizing, edging the curbs & sidewalk, mulching, weeding & the application of a pre-emergent in the Spring	31 Weeks	\$ 72.58	\$ 2,285.57
10.	<b>34<sup>th</sup> Street &amp; Roosevelt Blvd from Bay Avenue to the 34<sup>th</sup> Street Bridge.</b> All plots south of Roosevelt Blvd. & East of 34 <sup>th</sup> Street & Bay Avenue. Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 42.34	\$ 1,333.25
11.	<b>33<sup>rd</sup> Street &amp; Bay Avenue (Sq. Footage: 10,249) (Former County Senior Citizens Building &amp; Ground area along roadway from building to 34<sup>th</sup> Street corner).</b> Cutting, mulching, weeding, edging of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 35.28	\$ 1,111.04
12.	<b>34<sup>th</sup> Street Bridge Base Area.</b> Cutting, fertilizing, edging, mulching, weeding & the application of a pre-emergent in the Spring.	31 Weeks	\$ 48.38	\$ 1,523.71
<b>Total Base Bid - Group A - South/Central Locations</b>				<b>\$ 17,110.02</b>

**Base Bid - Group B - North End Locations**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Weekly Cost</b>	<b>Total Cost</b>
				<b>3<sup>rd</sup> Year - 2019</b>
1.	<b>Battersea Road, Plot 70.75/1 (160' x 25').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 42.34	\$ 1,333.25
2.	<b>West Atlantic Blvd. &amp; North Point Road, Plot 70.73/1 (90' x 99' x 90').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 40.32	\$ 1,269.76
3.	<b>North Point Road &amp; Harbor Road, Plot 70.74/1 (48' x 72').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 30.24	\$ 952.32
4.	<b>Cardiff Road &amp; Belfast Road, Plot 70.70/1 (141' x 240' x 150').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 33.26	\$ 1,047.55
5.	<b>Gardens Parkway Plots (16) (12' x 202').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 186.48	\$ 5,872.64

*CITY OF OCEAN CITY*  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**A. Guzzo Landscaping, LLC (Continued)**

**Base Bid - Group B - North End Locations (Continued)**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Weekly Cost</b>	<b>Total Cost</b>
				<b>3<sup>rd</sup> Year - 2019</b>
6.	<b>Gardens Parkway Plot, 70.72/1, Atlantic Blvd. &amp; Dundee Road Plot (small triangle) (80' x 86' x 45' N.W. side East).</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 35.28	\$ 1,111.04
7.	<b>Gardens Parkway S.E. Side East Atlantic Blvd. Plot, 70.71/1 (large triangle) (88' x 92' x 120').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 42.34	\$ 1,333.25
8.	<b>Longport Beach &amp; New Castle Road Plot, 70.63/1 (107' x 145').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 40.32	\$ 1,269.76
9.	<b>Lagoon Road, 70.13/6 (64' x 24').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 35.28	\$ 1,111.04
10.	<b>Crescent Road &amp; West Inlet Road (123' x 48').</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 45.36	\$ 1,428.48
11.	<b>Bayside Center - Grounds, 514-528 Bay Avenue, 508/2.</b> Cutting, fertilizing, mulching & weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 65.52	\$ 2,063.36
12.	<b>3<sup>rd</sup> Street &amp; Haven Avenue (Northwest corner-vacant lot).</b> Cutting, fertilizing, edging, mulching, weeding of the beds & the application of a pre-emergent in the Spring.	31 Weeks	\$ 30.24	\$ 952.32
13.	<b>212 Simpson Avenue, (Sq. Footage 4,720).</b> Cutting, fertilizing & weeding of the beds (vacant lot in residential neighborhood).	31 Weeks	\$ 30.24	<u>\$ 952.32</u>
<b>Total Base Bid - Group B - North End Locations</b>				<b><u>\$ 20,697.09</u></b>
<b>Total Amount of City Contract #17-18, Maintenance of City Owned Grounds &amp; Garden Plots Base Bid - Groups A &amp; B for the Calendar Year 2019</b>				<b>\$ 37,807.10</b>



CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

A. Guzzo Landscaping, LLC (Continued)

Change Order #1 - Added to the 2017 Contract

Item	Description	Quantity	Total Cost
1.	Mulch Memorial Field for the Contract Year 2019	LS	\$ 2,289.95
2.	Trim & Prune all Trees & Hedges at Memorial Field for the Contract Year 2019	LS	\$ 4,352.54
Total			\$ 6,642.49

Change Order #3 - Added to the Contract 2018

1.	Ocean City Dog Park Property Maintenance – Bi-Monthly Cutting, Weeding for the Contract Year 2019	LS	\$ 3,823.06
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Change Order #4 - Added to the Contract 2018

1.	Prune Shrubs & Grasses (Leyte Lane Plot) For the Contract Year 2019	LS	\$ 914.40
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Total Amount of City Contract #17-18, Maintenance of City Owned Grounds & Garden Plots Base Bid - Groups A & B & Change Orders #1, 3 &4 for the Contract Year 2019			\$ 49,187.05
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BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with A. Guzzo Landscaping, LLC, 3101 Route 42, Sicklerville, NJ 08081 as listed and in accordance with the specifications and the submitted bid proposal and this resolution.

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2019 Local Municipal Budget and will be charged to Operating Account # 9-01-20-265-268.

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

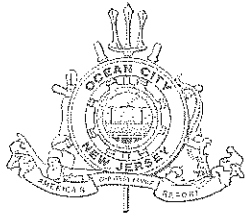
Files: RAW EXT 17-18 Grounds & Garden Plots-2019 3<sup>rd</sup> Year.docx

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 ..... 2019

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

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



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

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## MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER  
FROM: STEVEN LONGO, MANAGER  
DATE: MARCH 18, 2019  
RE: **CITY CONTRACT #17-18 MAINTENANCE OF CITY OWNED GROUNDS & GARDEN PLOTS (YEAR THREE)**

---

Assistance is being sought to advance a resolution to City Council for the award of City Contract #17-18 Maintenance of City Owned Grounds and Garden Plots. The agreement is in year three of the landscape service contract and thus the resolution authorization request to extend the service with the landscape contractor.

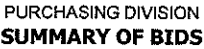
A. Guzzo Landscaping of the Turnersville area continues to provide grounds maintenance services at an acceptable standard and thus the request to award the contract to the company for the third year of service.

The dollars required to fund the professional services will be included in the 2019 operating budget.

Please let me know if there are any questions.

Thank you for the time and assistance in this matter.

SL  
C: J. Berenato, DPW



AMERICA'S GREATEST FAMILY RESORT

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

**DATE RECEIVED:** Tuesday, January 10, 2017 @ 2:00 PM, EST  
**CITY CONTRACT#:** 17-18  
**PROPOSAL NAME:** Maintenance of City Owned Grounds & Garden Plots

NAME, ADDRESS AND BID OF EACH BIDDER			Atlantic Lawn Care, LLC P.O. Box 774 Somers Point, NJ 08244		Beach to Bay Landscape, LLC 1601 Bay Ave Ocean City, NJ 08226		Guzzo Landscaping, LLC P.O. Box 8303 Turnersville, NJ 08012		Perfect Touch Landscape Inc. 270 Jessup Rd West Deptford, NJ 08086		RPM Landscape Contractor, LLC 125 Pomona Road Galloway, NJ 08205		Vineland Landscaping, LLC 1180 Karin St. Vineland, NJ 08360	
Calculation Error Apparent Low Bidder Not Supplied with Bid Proposal			Contact: James Murray Phone: 609-788-8767 Fax: 609-380-2173 Email: sjatlanticlawnca@yahoo.com		Contact: Robert J. Becher Phone: 609-399-6560 Fax: 609-399-6560 Email: becherocncty@aol.com		Contact: Anthony Guzzo Phone: 856-340-3266 Fax: 856-626-9503 Email: guzzolandscaping@aol.com		Contact: Bryan Malcolm Phone: 856-845-6000 Fax: 856-845-6001 Email: bryan@ptlpro.com		Contact: Robert P. Miller, Jr. Phone: 609-568-6081 Fax: 609-568-6145 Email: rmiller@rpmlandscaping.com		Contact: William Gruccio Phone: 856-696-1800 Fax: N/A Email: info@vinelandlandscaping.com	
Item	Description	Qty	Weekly Cost	Total 1st Year	Weekly Cost	Total 1st Year	Weekly Cost	Total 3rd Year	Weekly Cost	Total 1st Year	Weekly Cost	Total 1st Year	Weekly Cost	Total 1st Year
GROUP A - CENTRAL LOCATIONS														
1.	16th and Bay Avenue, 1609/1	31 Weeks	\$ 37.00	\$ 1,147.00	\$ 48.00	\$ 1,488.00	\$ 40.00	\$ 1,269.76	\$ 52.00	\$ 1,612.00	\$ 40.52	\$ 1,256.12	\$ 33.56	\$ 1,040.36
2.	106 West 17th Street, NO ID #	31 Weeks	\$ 21.00	\$ 651.00	\$ 21.00	\$ 651.00	\$ 20.00	\$ 634.88	\$ 31.50	\$ 976.50	\$ 25.52	\$ 791.12	\$ 12.36	\$ 383.16
3.	17th & 18th Street, 1610/1 1712/1, 1712/1 Bay Avenue Plots, (3 plots)	31 Weeks	\$ 73.00	\$ 2,263.00	\$ 78.00	\$ 2,418.00	\$ 40.00	\$ 1,269.76	\$ 50.00	\$ 1,550.00	\$ 80.52	\$ 2,496.12	\$ 81.72	\$ 2,533.32
4.	16th Street & Pleasure Ave, 1609/1 (1 plot),	31 Weeks	\$ 31.00	\$ 961.00	\$ 40.00	\$ 1,240.00	\$ 40.00	\$ 1,269.76	\$ 57.50	\$ 1,782.50	\$ 55.52	\$ 1,721.12	\$ 105.85	\$ 3,281.35
5.	Walnut Road Plot, 1918/1	31 Weeks	\$ 22.00	\$ 682.00	\$ 38.00	\$ 1,178.00	\$ 40.00	\$ 1,269.76	\$ 60.00	\$ 1,860.00	\$ 55.52	\$ 1,721.12	\$ 23.26	\$ 721.06
6.	Barbados Lane Plot, 2011/1	31 Weeks	\$ 40.00	\$ 1,240.00	\$ 56.00	\$ 1,736.00	\$ 52.00	\$ 1,650.69	\$ 52.50	\$ 1,627.50	\$ 60.52	\$ 1,876.12	\$ 31.75	\$ 984.25
7.	Leyte Lane Plot, 2117/1	31 Weeks	\$ 94.00	\$ 2,914.00	\$ 67.00	\$ 2,077.00	\$ 52.00	\$ 1,650.69	\$ 88.50	\$ 2,743.50	\$ 70.52	\$ 2,186.12	\$ 89.52	\$ 2,775.12
8.	Bayshore Drive Plot, 1810.01/1	31 Weeks	\$ 216.00	\$ 6,696.00	\$ 145.00	\$ 4,495.00	\$ 58.00	\$ 1,841.15	\$ 114.00	\$ 3,534.00	\$ 100.52	\$ 3,116.12	\$ 161.92	\$ 5,019.52
9.	20th to 24th Street & Haven Avenue 71.00/1	31 Weeks	\$ 128.00	\$ 3,968.00	\$ 91.00	\$ 2,821.00	\$ 72.00	\$ 2,285.57	\$ 85.00	\$ 2,635.00	\$ 120.52	\$ 3,736.12	\$ 154.78	\$ 4,798.18
10.	34th Street & Roosevelt Blvd from Bay Avenue to the 34th St. Bridge	31 Weeks	\$ 121.00	\$ 3,751.00	\$ 82.00	\$ 2,542.00	\$ 42.00	\$ 1,333.25	\$ 39.50	\$ 1,224.50	\$ 270.52	\$ 8,386.12	\$ 23.84	\$ 739.04
11.	33rd Street & Bay Ave.	31 Weeks	\$ 28.00	\$ 868.00	\$ 47.00	\$ 1,457.00	\$ 35.00	\$ 1,111.04	\$ 42.50	\$ 1,317.50	\$ 40.52	\$ 1,256.12	\$ 28.19	\$ 873.89
12.	34th Street Bridge Base Area	31 Weeks	\$ 42.00	\$ 1,302.00	\$ 20.00	\$ 620.00	\$ 48.00	\$ 1,523.71	\$ 45.00	\$ 1,395.00	\$ 85.52	\$ 2,651.12	\$ 46.06	\$ 1,427.86
TOTAL BID GROUP A - SOUTH/CENTRAL LOCATIONS				\$ 26,443.00		\$ 22,723.00		\$ 17,110.02		\$ 22,258.00		\$ 31,193.44		\$ 24,577.11
TOTAL NUMBER OF ITEMS BID ON IN GROUP A				12		12		12		12		12		12
GROUP B-NORTH LOCATIONS														
1.	Battersea Road, Plot 70.75/1	31 Weeks	\$ 42.00	\$ 1,302.00	\$ 32.00	\$ 992.00	\$ 42.00	\$ 1,333.25	\$ 48.00	\$ 1,488.00	\$ 35.13	\$ 1,089.03	\$ 28.97	\$ 898.07
2.	West Atlantic & North Point Road, Plot 70.73/1	31 Weeks	\$ 31.00	\$ 961.00	\$ 35.00	\$ 1,085.00	\$ 40.00	\$ 1,269.76	\$ 50.00	\$ 1,550.00	\$ 35.13	\$ 1,089.03	\$ 19.91	\$ 617.21
3.	North Point Road & Harbor Road, Plot 70.74/1	31 Weeks	\$ 27.00	\$ 837.00	\$ 23.00	\$ 713.00	\$ 30.00	\$ 952.32	\$ 42.00	\$ 1,302.00	\$ 30.13	\$ 934.03	\$ 21.41	\$ 663.71
4.	Cardiff Road & Belfast Road, Plot 70.70/1	31 Weeks	\$ 54.00	\$ 1,674.00	\$ 47.00	\$ 1,457.00	\$ 33.00	\$ 1,047.55	\$ 40.00	\$ 1,240.00	\$ 45.13	\$ 1,399.03	\$ 31.26	\$ 969.06
5.	Gardens Parkway Plots (16)	31 Weeks	\$ 240.00	\$ 7,440.00	\$ 305.00	\$ 9,455.00	\$ 185.00	\$ 5,872.64	\$ 213.00	\$ 6,603.00	\$ 315.13	\$ 9,769.03	\$ 169.22	\$ 5,245.82
6.	Gardens Parkway Plot, 70.72/1, Atlantic Blvd. & Dundee Road Plot	31 Weeks	\$ 21.00	\$ 651.00	\$ 30.00	\$ 930.00	\$ 35.00	\$ 1,111.04	\$ 40.00	\$ 1,240.00	\$ 45.13	\$ 1,399.03	\$ 26.36	\$ 817.16
7.	Gardens Parkway S.E. Side East Atlantic Blvd. Plot , 70.71/1	31 Weeks	\$ 26.00	\$ 806.00	\$ 30.00	\$ 930.00	\$ 42.00	\$ 1,333.25	\$ 50.00	\$ 1,550.00	\$ 45.13	\$ 1,399.03	\$ 25.72	\$ 797.32
8.	Longport Beach & New Castle Road Plot, 70.63/1	31 Weeks	\$ 32.00	\$ 992.00	\$ 26.00	\$ 806.00	\$ 40.00	\$ 1,269.76	\$ 46.00	\$ 1,426.00	\$ 35.13	\$ 1,089.03	\$ 45.55	\$ 1,412.05
9.	Lagoon Road, 70.13/6	31 Weeks	\$ 16.00	\$ 496.00	\$ 19.00	\$ 589.00	\$ 35.00	\$ 1,111.04	\$ 32.00	\$ 992.00	\$ 25.13	\$ 779.03	\$ 16.41	\$ 508.71
10.	Crescent Road & W. Inlet Road	31 Weeks	\$ 45.00	\$ 1,395.00	\$ 27.00	\$ 837.00	\$ 45.00	\$ 1,428.48	\$ 35.00	\$ 1,085.00	\$ 35.13	\$ 1,089.03	\$ 18.02	\$ 558.62
11.	Bayside Center-Grounds, 514-528 Bay Avenue, 508/2	31 Weeks	\$ 147.00	\$ 4,557.00	\$ 77.00	\$ 2,387.00	\$ 65.00	\$ 2,063.36	\$ 99.00	\$ 3,069.00	\$ 80.13	\$ 2,484.03	\$ 101.83	\$ 3,156.73
12.	3 <sup>rd</sup> Street & Haven Avenue	31 Weeks	\$ 44.00	\$ 1,364.00	\$ 47.00	\$ 1,457.00	\$ 30.00	\$ 952.32	\$ 37.00	\$ 1,147.00	\$ 40.13	\$ 1,244.03	\$ 31.26	\$ 969.06
13.	212 Simpson Avenue	31 Weeks	\$ 23.00	\$ 713.00	\$ 19.00	\$ 589.00	\$ 30.00	\$ 952.32	\$ 32.00	\$ 992.00	\$ 35.13	\$ 1,089.03	\$ 18.02	\$ 558.62
TOTAL BID GROUP B -NORTH END LOCATIONS				\$ 23,188.00		\$ 22,227.00		\$ 20,697.09		\$ 23,684.00		\$ 24,852.39		\$ 17,172.14
TOTAL NUMBER OF ITEMS BID ON IN GROUP B				13		13		13		13		13		13
TOTAL DOLLAR AMOUNT BID FOR GROUPS A & B				\$ 49,631.00		\$ 44,950.00		\$ 37,807.10		\$ 45,942.00		\$ 56,045.83		\$ 41,749.25
TOTAL NUMBER OF ITEMS BID ON IN BOTH GROUPS A & B				25		25		25		25		25		25

**SUMMARY OF BIDS**

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

**DATE RECEIVED: Tuesday, January 10, 2017 @ 2:00 PM, EST**

**CITY CONTRACT#: 17-18**

**PROPOSAL NAME: Maintenance of City Owned Grounds & Garden Plots**

NAME, ADDRESS AND BID OF EACH BIDDER			Atlantic Lawn Care, LLC P.O. Box 774 Somers Point, NJ 08244  Contact: James Murray Phone: 609-788-8767 Fax: 609-380-2173 Email: sjatlanticlawncare@yahoo.com		Beach to Bay Landscape, LLC 1601 Bay Ave Ocean City, NJ 08226  Contact: Robert J. Becher Phone: 609-399-6560 Fax: 609-399-6560 Email: becherocncty@aol.com		Guzzo Landscaping, LLC P.O. Box 8303 Turnersville, NJ 08012  Contact: Anthony Guzzo Phone: 856-340-3266 Fax: 856-626-9503 Email: guzzolandscaping@aol.com		Perfect Touch Landscape Inc. 270 Jessup Rd West Deptford, NJ 08086  Contact: Bryan Malcolm Phone: 856-845-6000 Fax: 856-845-6001 Email: bryan@ptlpro.com		RPM Landscape Contractor, LLC 125 Pomona Road Galloway, NJ 08205  Contact: Robert P. Miller, Jr. Phone: 609-568-6081 Fax: 609-568-6145 Email: rmiller@rpmlandscaping.com		Vineland Landscaping, LLC 1180 Karin St. Vineland, NJ 08360  Contact: William Gruccio Phone: 856-696-1800 Fax: N/A Email: info@vinelandlandscaping.com	
Item	Description	Qty	Weekly Cost	Total 1st Year	Weekly Cost	Total 1st Year	Weekly Cost	Total 3rd Year	Weekly Cost	Total 1st Year	Weekly Cost	Total 1st Year	Weekly Cost	Total 1st Year
<b>Required Information</b>														
	Required Number of Copies (2):		Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes
	Bid Deposit/Bond:		Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A
	Consent of Surety:		Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A
	Right to Extend - Time for Award:		Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes
	Statement of Ownership Disclosure:		Yes / No	Yes	Yes / No	Yes	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	Yes / No	Yes	Yes / No	Yes
	Manadatory Equal Opportunity Language:		Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes
	Acknowledge of Receipt of Addenda:		Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes
	NJ Affirmative Action Regulation Complaiance Notice:		Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes
	Disclosure of Investment Activites in Iran Statement-Two Part Form:		Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes
	Required Subcontractors Listing:		Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A
	NJ Business Registration Certificate (BRC):		Yes / No	Yes	Yes / No	No	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes
	NJ Business Registration Certificate for Subcontractors (BRC):		Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	Yes
	NJ Public Works Contractors Registration Act Certificate:		Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	Yes	Yes / No	N/A	Yes / No	N/A
	NJ Public Works Contractors Registration Act Certificate for Subcontractors:		Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A	Yes / No	N/A
	Statement of Authority:		Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes
	W-9:		Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes
	References:		Yes / No	Yes	Yes / No	No	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes	Yes / No	Yes
	Equipment List		Yes / No	No	Yes / No	No	Yes / No	Yes	Yes / No	No	Yes / No	No	Yes / No	Yes

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

# 18

AUTHORIZING THE EXTENSION OF CITY CONTRACT #17-05, FURNISHING, INSTALLATION & MAINTENANCE OF LEASE COIN OPERATED BINOCULAR VIEWING MACHINES FOR THE CITY OF OCEAN CITY & 251COCCPS MEMBERS

WHEREAS, specifications were authorized for advertisement by Resolution No. 16-52-340 on December 20, 2016 for City Contract #17-05, Furnishing, Installation & Maintenance of Lease Coin Operated Binocular Viewing Machines for the City of Ocean City & 251COCCPS Members; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, December 28, 2017, the Notice to Bidders was posted on the City of Ocean City's website, [www.ocnj.us](http://www.ocnj.us) and the Invitation for Bid Proposals was distributed to one (1) prospective bidder; and

WHEREAS, bid proposals were opened for City Contract #17-05, Furnishing, Installation & Maintenance of Lease Coin Operated Binocular Viewing Machines for the City of Ocean City & 251COCCPS Members on Tuesday, January 24, 2017 and one (1) bid proposal was received; and

WHEREAS, Frank Donato, III, Director of Finance; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager had reviewed the bid proposal and specifications and recommended that City Contract #17-05, Furnishing, Installation & Maintenance of Lease Coin Operated Binocular Viewing Machines for the City of Ocean City & 251COCCPS Members be awarded to The Tower Optical Company, Inc., the highest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #17-05, Furnishing, Installation & Maintenance of Lease Coin Operated Binocular Viewing Machines for the City of Ocean City & 251COCCPS Members on February 9, 2017 by Resolution #17-53-046 to The Tower Optical Company, Inc., 275 East Avenue, Norwalk, CT 06856 for the initial twenty-four (24) month contract period of April 1, 2017 through March 31, 2019; and

WHEREAS, Frank Donato, III, Director of Finance; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the specifications and the bid proposal and recommend that the City Contract #17-05, Furnishing, Installation & Maintenance of Lease Coin Operated Binocular Viewing Machines for the City of Ocean City & 251COCCPS Members be extended for an additional one (1) year time period (April 1, 2019 – March 31, 2020); and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #17-05, Furnishing, Installation & Maintenance of Lease Coin Operated Binocular Viewing Machines for the City of Ocean City & 251COCCPS Members be and is hereby extended to the following highest responsible bidder:

The Tower Optical Company, Inc.  
275 East Avenue  
Norwalk, CT 06856

Item	Description		
1.	Percentage of revenue that is to be paid to the City for use of the (4) City locations and the placement of (7) binocular viewing machines as listed in Section 16.0		30%
1.A.	Coin operated binocular viewer cost per view	1 cents	\$ 0.25
1.B.	Coin operated binocular viewer minutes per view	1 minutes	2.5 minutes

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with The Tower Optical Company, Inc., 275 East Avenue, Norwalk, CT 06856 for a time period of one (1) additional year beginning on April 1, 2019 and continuing through March 31, 2020 for City Contract #17-05, Furnishing, Installation & Maintenance of Lease Coin Operated Binocular Viewing Machines for the City of Ocean City & 251COCCPS Members as listed and in accordance with the bid specifications and the bid proposal form.

Peter V. Madden  
Council President

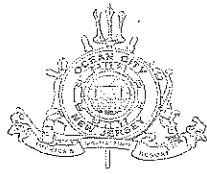
Files: RESEXT CC#17-05 Lease Binocular Viewer.docx

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 ..... 2019

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

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



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION

## SUMMARY OF BID PROPOSALS

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

DATE RECEIVED: Tuesday, January 24, 2017 @ 2:00 PM, EDT

CITY CONTRACT #: 17-05

PROPOSAL NAME: Furnishing, Installation & Maintenance of Leased  
Coin Operated Binocular Viewing Machines for  
the City of Ocean City & 251COCCPS Members

NAME, ADDRESS & BID OF EACH BIDDER		The Tower Optical Company, Inc. 275 East Avenue Norwalk, CT 06855 Greg Rising, Secretary P: 203-866-4535 F: 203-866-2467 gprising@toweropticalco.com							
Key: Recommended for Award									
ITEM	DESCRIPTION	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit
1.	Percentage to be paid to The City	30%	Percentage		Percentage		Percentage		Percentage
1a.	Coin operated binocular viewer, cost per view	\$0.25	Cents		Currency		Currency		Currency
1b.	Coin operated binocular viewer, minutes per view	2.5	Minutes		Minutes		Minutes		Minutes
2.	Percentage to be paid to 251COCCPS Members	30%	Percentage		Percentage		Percentage		Percentage
2a.	Coin operated binocular viewer, cost per view	\$0.25	Currency		Currency		Currency		Currency
2b.	Coin operated binocular viewer, minutes per view	2.5	Minutes		Minutes		Minutes		Minutes
DOCUMENT CHECKLIST									
Required Number of Copies (2):		Y/N	Yes	Y/N		Y/N		Y/N	
Bid Deposit/Bond:		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
Consent of Surety:		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
Buy American Certification:		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
Right to Extend - Time for Award:		Y/N	Yes	Y/N		Y/N		Y/N	
Statement of Ownership Disclosure:		Y/N	Yes	Y/N		Y/N		Y/N	
Non-Collusion Affidavit:		Y/N	Yes	Y/N		Y/N		Y/N	
Mandatory Equal Employment Opportunity Language:		Y/N	Yes	Y/N		Y/N		Y/N	
NJ Affirmative Action Regulation Complainece Notice:		Y/N	Yes	Y/N		Y/N		Y/N	
Required Subcontractors Listing:		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
Acknowledge of Receipt of Addenda:		Y/N	Yes - None	Y/N	None	Y/N	None	Y/N	None
Disclosure of Investment Activites in Iran Statement-Two Part Form:		Y/N	Yes	Y/N		Y/N		Y/N	
NJ Business Registration Certificate (BRC):		Y/N	Yes	Y/N		Y/N		Y/N	
NJ Business Registration Certificate for Subcontractors (BRC):		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
NJ Public Works Contractors Registration Act Certificate:		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
NJ Public Works Contractors Registration Act Certificate for Subcontractors:		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
Statement of Authority:		Y/N	Yes	Y/N		Y/N		Y/N	
W-9:		Y/N	Yes	Y/N		Y/N		Y/N	

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

# 19

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

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

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

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

WHEREAS, Govdeals, Inc. is an authorized State Contract Vendor No. 83453; and

WHEREAS, the City of Ocean City has the property listed in Schedule A, attached to this Resolution and desires to sell these items at an online auction along with any items that may be deemed surplus between April 1, 2019 and April 30, 2019; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that the items recovered by the City of Ocean City and/or City's property that has been deemed surplus and no longer needed for public use is hereby authorized to post an offer to sell the items listed on Schedule A and any other items deemed surplus between April 1, 2019 and April 30, 2019 with GovDeals, Inc., State Contract Vendor No. 83453, an internet auctioneering service as follows:

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

BE IT FURTHER RESOLVED that the City Council of the City of Ocean City authorizes Joseph S. Clark, QPA, City Purchasing Manager to coordinate and direct the sale of surplus items no longer needed for public use from April 1, 2019 and April 30, 2019 with GovDeals, Inc., State Contract No. 83453, an internet auctioneering service.

Peter V Madden  
Council President

Files: RES 2019 Spring GovDeals.docx

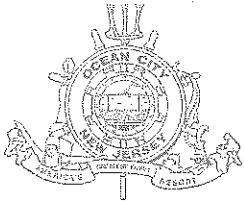
Offered by ..... Seconded by .....

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 ..... 2019

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

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





# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION

March 11, 2019

The following items will be sent to the online auction site, [www.govdeals.com](http://www.govdeals.com), as they have been deemed surplus or are considered abandoned:

1. 2003 Chevrolet 2500: VIN 1GBHC24443E249447
2. 2006 GMC 3500: VIN 1GDHC33436F229350
3. 2003 Ford F250: VIN 1FTNF21L03ED84278
4. 2010 Ford Crown Victoria Police Interceptor: VIN 2FABP7BV2AX141215
5. 2008 Ford Crown Victoria Police Interceptor: VIN 2FAHP71V98X180311
6. 2000 Ford Crown Victoria: VIN 2FAFP71W5YX196294
7. 2000 Cross Country Trailer 5HD16: Serial 431FS162XY1000866
8. 1997 PEQUEA Deck Trailer: Serial 4JAUF1018UG000038
9. 2008 Miles Electric Truck ZX40ST: VIN N8C508102
10. 2005 Ford Freestyle: VIN 1FMZK01145GA65274
11. 1993 Cadillac Eldorado: VIN 1G6EL1295PU601974
12. 2003 GMC SIERRA: VIN 2GTEC19TX31112314
13. 2003 Honda Accord: VIN 1HGCM82603A012800
14. 1999 JEEP Grand Cherokee: VIN 1J4GW58S5XC708005
15. 1999 Volkswagon Jetta: VIN 3VWPA81H8XM232199
16. 2000 Lexus ES3: VIN JT8BF28GXY5087455
17. 1993 Ford Crown Victoria: VIN 2FACP73W9PX199004
18. 1997 Honda CRV: VIN JHLRD1855VC052881
19. 1999 Volvo V70: VIN YV1LW55A2X2603423
20. 1996 JEEP Grand Cherokee: VIN 1J4FJ28S6TL206722
21. Miscellaneous Surplus & Abandoned Property

Thank you,

Jessica Baird  
Purchasing Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**# 20**

**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 March 09, 2019 to March 22, 2019

**WHEREAS**, the attached PCARD check register represents paid claims against the municipality for the period of February 1, 2019 to February 28, 2019

**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 – 03.09.19 TO 03.22.19.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 ..... 2019.

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

\_\_\_\_\_  
City Clerk

March 25, 2019  
12:26 PM

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

Page No: 1

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
18-00189	01/24/18	FERIOZZI L. FERIOZZI CONCRETE COMPANY	RES#17-54-002 NORTH END DRAIN.	Open	215,899.70	0.00	
18-00226	01/29/18	GAUDE GAUDELLI BROTHERS, INC.	CC#18-20 Mech Impr City Blds	Open	26,969.00	0.00	
18-00443	02/16/18	EARTT EARTHTECH CONTRACTING, INC	RES#12-49-023 RES#17-53-353	Open	5,396.00	0.00	
18-00615	03/07/18	SENTI SENTINEL LEDGER	2018 SENTINEL LEDGER ADS	Open	2,010.76	0.00	
18-01739	06/21/18	SEASHORE SEASHORE ASPHALT CORP.	Reso 18-54-035	Open	1,220.00	0.00	B
18-02590	09/12/18	TRIDENTM TRIDENT PILING COMPANY, LLC	RESOLUTION 18-54-304	Open	231,287.35	0.00	B
18-02847	10/05/18	STRAGA B STRAGA BROTHERS INC	18-54-345	Open	27,165.60	0.00	B
18-03052	10/26/18	GIBSN GIBSON ASSOCIATES, P.A.	Reso #18-54-347	Open	18,288.75	0.00	B
18-03089	11/05/18	SOUTHSTA SOUTH STATE, INC.	18-54-360	Open	246,722.59	0.00	
18-03090	11/05/18	MCLEES WILLIAM MCLEES ARCHITECTURE	18-54-361	Open	11,700.00	0.00	B
18-03141	11/20/18	DEPT DEPTCOR	ENVELOPES & FORMS	Open	245.00	0.00	
18-03143	11/20/18	OARHOUSE OARHOUSE, L.L.C.		Open	3,000.00	0.00	
18-03290	12/07/18	NERISCON NERI'S CONSTRUCTION & RENTAL	18-55-056	Open	20,101.17	0.00	B
18-03331	12/14/18	CHARTERC CHARTER CONTRACTING COMPANY	18-55-024	Open	240,275.70	0.00	B
18-03484	12/21/18	KIMBALLR L.R. KIMBALL	Reso #18-54-086	Open	13,485.59	0.00	B
18-03486	12/21/18	VHBLACKI V H BLACKINTON & CO., INC.		Open	12.00	0.00	
19-00157	01/17/19	ACCESS RETRIEVE HOLDINGS CORP		Open	1,313.48	0.00	B
19-00162	01/17/19	MOBID MOBILE DREDGING AND VIDEO	MOORLYN TERRACE	Open	920.00	0.00	B
19-00167	01/17/19	UGIENERG UGI ENERGY SERVICES, LLC	2019 GAS SUPPLIER CHARGES	Open	19,791.57	0.00	B
19-00168	01/17/19	VERIZ VERIZON	2019 PHONE CHARGES	Open	14.36	0.00	B
19-00171	01/17/19	AC ELECT ATLANTIC CITY ELECTRIC	2019 CITYWIDE ELECTRIC	Open	5,183.92	0.00	B
19-00172	01/17/19	NJAM3 NEW JERSEY-AMERICAN WATER CO.	2019 CITYWIDE WATER/SEWER	Open	37,307.81	0.00	B
19-00173	01/17/19	SJGAS SOUTH JERSEY GAS COMPANY	2019 GAS CHARGES	Open	4,193.44	0.00	B
19-00186	01/17/19	SPARKELE SPARK ELECTRIC SERVICE, INC	UST Inspection and Maintenance	Open	491.90	0.00	
19-00196	01/17/19	CAPRI CAPRIONI PORTABLE TOILETS, INC		Open	50.00	0.00	B
19-00220	01/17/19	STETS B. W. STETSON & CO.		Open	66.00	0.00	B
19-00227	01/17/19	STETS B. W. STETSON & CO.	COFFEE SUPPLIES FOR 2019	Open	75.50	0.00	B
19-00275	01/22/19	FARNSWOR FARNSWORTH & SEMPTIMPHELTER, L	Reso #18-54-189	Open	1,864.67	0.00	B
19-00290	01/22/19	SERVMAST SERVICEMASTER TO THE RESCUE		Open	895.00	0.00	
19-00304	01/22/19	KIMBALLR L.R. KIMBALL	Reso #18-54-086	Open	7,481.00	0.00	
19-00307	01/23/19	CHOICE CHOICE ENVIR. SER. OF NJ, INC.	RESOLUTION #17-53-352	Open	60,048.58	0.00	B
19-00312	01/23/19	CHOICE CHOICE ENVIR. SER. OF NJ, INC.	Reso #17-53-351	Open	60,048.58	0.00	B
19-00313	01/23/19	CHOICE CHOICE ENVIR. SER. OF NJ, INC.	Reso #17-53-352	Open	2,345.64	0.00	B
19-00318	01/23/19	CMCMU C.M.C.M.U.A.		Open	56,771.96	0.00	B
19-00320	01/23/19	ACUA ATLANTIC COUNTY UTILITY AUTHOR		Open	130.38	0.00	B
19-00328	01/23/19	CDW-G CDW-G GOVERNMENT INC.	CWD# 3624242	Open	10,980.32	0.00	
19-00348	01/30/19	SENTI SENTINEL LEDGER	2019 SENTINEL LEDGER ADS	Open	4,254.37	0.00	
19-00354	01/30/19	RUDERM RUDERMAN & ROTH, LLC	RESOLUTION# 19-55-151	Open	6,604.00	0.00	B
19-00363	02/01/19	ZEROFRIC ZERO FRICTION, LLC		Open	196.40	0.00	
19-00372	02/01/19	DEARBORN DEARBORN NATIONAL LIFE INSURAN	2019 Employee Group Insurance	Open	1,292.50	0.00	B
19-00382	02/01/19	TIX COM TIX, INC.	Resloution #19-55-148	Open	177.25	0.00	B
19-00385	02/05/19	STEIN MARK H. STEIN, ESQUIRE	PROFESSIONAL SERVICES FOR 2019	Open	3,961.00	0.00	
19-00389	02/05/19	SCHAEFFE SCHAEFFER NASSAR SCHEIDEGG	PROFESSIONAL SERVICES 2019	Open	3,420.00	0.00	
19-00398	02/06/19	SEASISLE CITY OF SEA ISLE CITY	SIC Shared Service 18-54-229	Open	39,000.00	0.00	B
19-00402	02/06/19	STETS B. W. STETSON & CO.	CUSTOMER ACCOUNT# OCCITY	Open	67.50	0.00	B
19-00404	02/06/19	BMI BROADCAST MUSIC INC.		Open	406.96	0.00	
19-00408	02/06/19	CAPRI CAPRIONI PORTABLE TOILETS, INC		Open	508.00	0.00	
19-00417	02/06/19	SCHWA SCHWAAB, INC.	STAMP - LICEN/C.DUGAN	Open	39.25	0.00	
19-00448	02/13/19	SEASISLE CITY OF SEA ISLE CITY	CRS COORDINATOR SERVICES	Open	2,601.00	0.00	B
19-00450	02/13/19	SEASISLE CITY OF SEA ISLE CITY	Reso #18-55-032	Open	1,100.00	0.00	B

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19-00460	02/14/19	FASTENAL	FASTENAL COMPANY	Reso #19-55-132	Open	2,099.93	0.00
19-00483	02/14/19	SHERW	SHERWIN WILLIAMS #3760	Reso #19-55-132	Open	3,310.00	0.00
19-00486	02/14/19	INNORISK	INNOVATIVE RISK SOLUTIONS, INC	Reso # 18-54-296	Open	2,625.00	0.00 B
19-00488	02/14/19	09SOI	MARK SOIFER		Open	307.60	0.00
19-00502	02/22/19	GAMET-MU	GameTime	US Comm#2017001134 Ven#121531	Open	12,700.60	0.00
19-00503	02/22/19	BISHOPMC	BISHOP MCHUGH REGIONAL	TOURNAMENT	Open	385.00	0.00
19-00505	02/22/19	A-2-Z	A-2-Z EMBLEMS, LLC		Open	470.00	0.00
19-00508	02/22/19	77MEISEN	BRENT MEISENHELTER		Open	847.95	0.00
19-00509	02/22/19	BARNARDA	AARON BARNARD		Open	900.00	0.00
19-00514	02/22/19	THOMSONR	THOMSON REUTERS	2019 Database Allocations	Open	338.19	0.00 B
19-00521	02/26/19	ABSEO	ABSECON TRAVEL BASKETBALL		Open	175.00	0.00
19-00523	02/26/19	PADISPLA	PENNSYLVANIA ON DISPLAY		Open	3,840.00	0.00
19-00524	02/26/19	FEDEX	FEDERAL EXPRESS CORPORATION	2019 FEDEX CHARGES	Open	3.20	0.00
19-00531	02/26/19	PICKLEBA	PICKLEBALL CENTRAL		Open	1,139.96	0.00
19-00534	02/26/19	GETEW	GETAWAYS ON DISPLAY	Distribute Tourism Information	Open	4,476.00	0.00
19-00603	03/05/19	LINESYST	BLOCK LINE SYSTEMS INC.	Respo # 19-55-182	Open	12,512.75	0.00 B
19-00605	03/05/19	MTI	MUSIC THEATRE INTERNATIONAL	Reso #19-55-172	Open	8,210.00	0.00
19-00608	03/05/19	LOONIE	LOONIE TIMES INC		Open	4,032.50	0.00
19-00613	03/05/19	STANY	STANLEY ACCESS TECHNOLOGIES		Open	245.00	0.00
19-00615	03/05/19	BEACHBAY	BEACH TO BAY LANDSCAPE, LLC		Open	530.00	0.00
19-00619	03/05/19	WISERLIN	WISER LINK ADVERTISING, INC		Open	971.25	0.00 B
19-00620	03/05/19	PRESS	THE PRESS	AC PRESS 52 WEEK SUBSCRIPTION	Open	455.00	0.00
19-00622	03/05/19	ERCO2	ERCO INTERIOR SYSTEMS, INC.		Open	4,135.00	0.00
19-00637	03/05/19	NJCON	NJ CONFERENCE OF MAYORS		Open	510.00	0.00
19-00642	03/05/19	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.		Open	69.00	0.00 B
19-00647	03/05/19	INNOL	INNOVATIVE LEADERSHIP, LLC		Open	412.50	0.00
19-00648	03/05/19	VERIW	VERIZON WIRELESS	ACCOUNT #000133299-00001	Open	2,524.15	0.00 B
19-00690	03/05/19	EAGLEPOI	EAGLE POINT GUN	Reso # 19-55-132	Open	11,316.34	0.00
19-00696	03/07/19	BUONADON	EMILY A BUONADONNA	RESOLUTION #19-55-130	Open	2,475.00	0.00
19-00703	03/07/19	BOX	BOX OF RAIN IRRIGATION	DAMAGE CAUSED BY CITY PROJECT	Open	455.48	0.00
19-00705	03/07/19	SEASISLE	CITY OF SEA ISLE CITY	RES #18-55-032 SHARED SERVICES	Open	20,002.00	0.00 B
19-00707	03/07/19	RAUHA	RAUHAUSER'S, INC.		Open	1,158.20	0.00
19-00708	03/07/19	INNOL	INNOVATIVE LEADERSHIP, LLC		Open	2,422.50	0.00
19-00709	03/07/19	NATIONAL	NATIONAL VISION ADMIN, LLC	2019 Employee Vision Plan	Open	517.69	0.00 B
19-00710	03/08/19	CMCPU	CAPE MAY COUNTY PUBLIC WORKS	Reso #17-53-154	Open	46,800.00	0.00
19-00711	03/08/19	LUMBERMA	LUMBERMAN ASSOCIATES	Reso #19-55-175	Open	13,977.60	0.00
19-00713	03/08/19	NAT A	NAT ALEXANDER COMPANY, INC.	Reso #19-55-132	Open	395.20	0.00
19-00714	03/08/19	JUSTR	JUST RIGHT TV PRODUCTIONS LLC	Reso #18-54-142	Open	4,440.00	0.00 B
19-00718	03/12/19	BAUM01	BAUM, MARK T JR	TAX OVERPAYMENT REFUND 2019-1	Open	127.37	0.00
19-00719	03/12/19	MORRIS01	MORRISSEY, MICHAEL & ANTONETTE	TAX OVERPAYMENT REFUND 2019-2	Open	311.53	0.00
19-00720	03/12/19	OLLERETA	LERETA LLC	TAX OVERPAYMENT REFUND 2019-3	Open	1,010.93	0.00
19-00721	03/12/19	WELLS005	WELLS FARGO REAL ESTATE TAX	TAX OVERPAYMENT REFUND 2019-4	Open	3,437.07	0.00
19-00722	03/12/19	OCEAN012	OCEAN FIRST BANK	TAX OVERPAYMENT REFUND 2019-5	Open	2,100.05	0.00
19-00724	03/12/19	01CORELO	CORELOGIC TAX SERVICES	TAX OVERPAYMENT REFUND 2019-6	Open	1,642.02	0.00
19-00725	03/12/19	01CORELO	CORELOGIC TAX SERVICES	TAX OVERPAYMENT REFUND 2019-7	Open	5,467.31	0.00
19-00728	03/12/19	GLOUC	GLOUCESTER COUNTY POLICE		Open	100.00	0.00
19-00731	03/12/19	NJBUR	N.J. DIVISION OF FIRE SAFETY	RENEWAL CERTIFICATE KEN JONES	Open	91.00	0.00
19-00735	03/12/19	CMCCH	CAPE MAY COUNTY CHAMBER OF		Open	1,250.00	0.00
19-00737	03/12/19	KNOCKOUT	KNOCKOUT		Open	4,200.00	0.00
19-00738	03/12/19	STARTSKY	START SKYDIVING LLC		Open	7,750.00	0.00
19-00739	03/12/19	AQUASTRI	AQUA STRING BAND		Open	250.00	0.00
19-00740	03/12/19	KINKEADR	KINKEAD ENTERTAINMENT AGENCY		Open	8,250.00	0.00
19-00745	03/14/19	SHORH	SHORE HARDWARE		Open	166.02	0.00
19-00746	03/14/19	SHOEM	SHOEMAKER LUMBER COMPANY, INC		Open	146.38	0.00

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19-00748	03/19/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	996.58	0.00		
19-00749	03/19/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	980.02	0.00		
19-00750	03/19/19	SHOEM SHOEMAKER LUMBER COMPANY, INC		Open	139.30	0.00		
19-00751	03/19/19	SHERW SHERWIN WILLIAMS #3760	81339	Open	102.34	0.00		
19-00756	03/19/19	JPBAINBR J. P. BAINBRIDGE & ASSOC., INC	Reso #18-54-263	Open	8,250.00	0.00		
19-00761	03/19/19	BEACH BEACH FEE DIVISION	2019 BEACH FEE CHANGE FUND	Open	18,000.00	0.00		
19-00768	03/19/19	COOCC CITY OF OCEAN CITY	2019 CHANGE FUNDS	Open	11,200.00	0.00		
19-00771	03/19/19	IMPAL IMPALA ISLAND INN		Open	320.00	0.00		
19-00775	03/19/19	AVALL AVALON LIMOUSINE SERVICE		Open	330.00	0.00		
19-00782	03/19/19	COOC CITY OF OCEAN CITY	REIMBURSE TO CITY CLERK ACCT	Open	897.00	0.00		
19-00794	03/21/19	NAUSSAUTI NASSAU INN		Open	676.00	0.00		
19-00795	03/21/19	SONJ-DEP TREASURER STATE OF NJ		Open	2,430.00	0.00		
19-00796	03/21/19	SONJ-DEP TREASURER STATE OF NJ		Open	200.00	0.00		
19-00805	03/21/19	CANDOOCL CAN DO OC, LLC		Open	3,639.13	0.00		
19-00806	03/21/19	NJPO NJ PLANNING OFFICALS	NJPO '19 TRAINING PROGRAM	Open	119.00	0.00		
19-00808	03/21/19	STANDERG THE STANDER GROUP, INC.	RESOLUTION 19-55-208	Open	12,500.00	0.00		
19-00991	03/22/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	999.17	0.00		
19-00992	03/22/19	SHOEM SHOEMAKER LUMBER COMPANY, INC		Open	348.65	0.00		
19-00993	03/22/19	SHOEM SHOEMAKER LUMBER COMPANY, INC		Open	50.28	0.00		
19-00994	03/25/19	900 P 900 PARK PLACE CONDO ASSN INC.	FINAL INSTALLMENT FOR 2017	Open	1,939.77	0.00		
Total Purchase Orders:		124	Total P.O. Line Items:	0	Total List Amount:	1,669,984.06	Total Void Amount:	0.00

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*February Plarad*

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 10332 to 10425  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
10332	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00894	1	ACE PLUMBNG & ELECTRICAL - Par	14.66	9-01-26-830-259	Budget		1 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00894	2	ACE PLUMBNG & ELECTRICAL - Pa	15.15	9-01-26-830-259	Budget		2 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
			29.81				
10333	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00895	1	ALLENS CROWN TROPHY - Purchase	33.76	T-12-56-173-034	Budget		3 1
				REC. TRUST - SPECIAL EVENTS/RECREATION			
10334	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00896	1	Amazon.com MB31U6S22 - Purchas	89.02	9-01-20-510-249	Budget		4 1
				STATUTORY/MUNICIPAL COURT - OFFICE SUPPL			
19-00896	2	AMZN Mktp US MB5GD82X2 - Purch	218.00	9-01-20-510-249	Budget		5 1
				STATUTORY/MUNICIPAL COURT - OFFICE SUPPL			
19-00896	3	AMZN Mktp US MB09U2KU0 - Purch	24.65	9-01-25-770-259	Budget		6 1
				PS/FIRE-MINOR APPARATUS			
19-00896	4	AMZN Mktp US MI89595N0 - Purch	39.98	9-01-25-740-249	Budget		7 1
				PS/POLICE-OFFICE SUPPLIES			
19-00896	5	AMZN Mktp US MB7CU4872 - Purch	55.95	9-01-25-770-259	Budget		8 1
				PS/FIRE-MINOR APPARATUS			
19-00896	6	Amazon web services - Purchase	81.34	9-01-25-745-265	Budget		9 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00896	7	Amazon.com MB1SS99P1 - Purchas	199.97	9-01-25-770-259	Budget		10 1
				PS/FIRE-MINOR APPARATUS			
19-00896	8	AMZN Mktp US MB7CF5822 - Purch	421.29	9-01-25-770-259	Budget		11 1
				PS/FIRE-MINOR APPARATUS			
19-00896	9	AMZN Mktp US MB1DJ1D92 - Door	95.00	9-01-26-840-259	Budget		12 1
				FIELD OPERATIONS - MINOR APPARATUS			
19-00896	10	AMZN Mktp US MI5KQ6AT0 - Annua	149.98	9-01-26-830-249	Budget		13 1
				FACILITY MAINTENANCE - OFFICE SUPPLIES			
19-00896	11	AMZN Mktp US MI2IO9181 - Desk	169.99	9-01-26-840-259	Budget		14 1
				FIELD OPERATIONS - MINOR APPARATUS			
19-00896	12	AMZN Mktp US MB7C167V1 - Purch	429.30	C-04-55-306-112	Budget		15 1
				GENERAL IMPROVEMENTS			
			1,974.47				
10335	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00897	1	IMDb - Purchase	159.93	9-01-20-090-211	Budget		16 1
				C/S-PUBLIC RELATIONS & INFO PROF SRVCS			
10336	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00898	1	Amazon Prime - Desk Chair (PW	126.88	9-01-26-840-259	Budget		17 1
				FIELD OPERATIONS - MINOR APPARATUS			
10337	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00899	1	ARC SERVICES/TRAINING - Purcha	198.00	9-01-20-098-211	Budget		18 1
				C/S-AQUATIC & FITNESS PROFL SERVICES			

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PO #	Item	Description					Ref Seq Acct
10337		BANK OF AMERICA					
		Continued					
19-00899	2	ARC SERVICES/TRAINING - Purcha	300.00	9-01-20-098-211	Budget		19 1
				C/S-AQUATIC & FITNESS PROFL SERVICES			
			498.00				
10338	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00901	1	MEDICAL/RX INS - Purchase	142.80	9-01-20-025-371	Budget		20 1
				HUMAN RESOURCES - MEDICAL INSURANCE			
10339	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00902	1	IBI - SUPPLYWORKS #2251 - Purc	24.32	9-01-20-098-259	Budget		21 1
				C/S-AQUATIC & FITNESS MINOR APPARATUS			
19-00902	2	IBI - SUPPLYWORKS #2251 - Purc	37.20	9-01-20-098-259	Budget		22 1
				C/S-AQUATIC & FITNESS MINOR APPARATUS			
19-00902	3	IBI - SUPPLYWORKS #2251 - Purc	158.26	9-01-20-098-259	Budget		23 1
				C/S-AQUATIC & FITNESS MINOR APPARATUS			
19-00902	4	IBI - SUPPLYWORKS #2251 - Purc	36.52	9-01-26-825-259	Budget		24 1
				CITY WIDE - MINOR APPARATUS			
19-00902	5	IBI - SUPPLYWORKS #2251 - Purc	275.54	9-01-26-825-259	Budget		25 1
				CITY WIDE - MINOR APPARATUS			
19-00902	6	IBI - SUPPLYWORKS #2251 - Purc	399.48	9-01-26-825-259	Budget		26 1
				CITY WIDE - MINOR APPARATUS			
19-00902	7	IBI - SUPPLYWORKS #2251 - Purc	426.00	9-01-26-825-259	Budget		27 1
				CITY WIDE - MINOR APPARATUS			
			1,357.32				
10340	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00903	1	AUDIO-TECHNICA US INC. - Purch	387.54	9-01-20-101-259	Budget		28 1
				C/S-MUSIC PIER OPERATIONS MINOR APPRATUS			
10341	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00904	1	AVALON FLOORING - Replacement	85.41	9-01-26-840-259	Budget		29 1
				FIELD OPERATIONS - MINOR APPARATUS			
10342	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00905	1	BEACON CYCLING & FITNE - Purch	30.94	9-01-20-098-233	Budget		30 1
				C/S-AQUATIC & FITNESS EQUIP MAINT & REP			
10343	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00906	1	MILLEVOI BEST TIRE INC - Purch	608.00	9-01-25-770-259	Budget		31 1
				PS/FIRE-MINOR APPARATUS			
19-00906	2	MILLEVOI BEST TIRE INC - Purch	89.95	9-01-26-880-262	Budget		32 1
				FLEET MAINTENANCE - TIRES			
19-00906	3	MILLEVOI BEST TIRE INC - Purch	1,078.92	9-01-26-880-262	Budget		33 1
				FLEET MAINTENANCE - TIRES			
			1,776.87				
10344	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00907	1	BPS EXPRESS - Parts-Water Main	208.00	9-01-26-830-259	Budget		35 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	2	BPS EXPRESS - Parts-Water Main	40.27	9-01-26-830-259	Budget		36 1
				FACILITY MAINTENANCE - MINOR APPARATUS			

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PO #	Item	Description					Seq Acct
10344		BANK OF AMERICA					
		Continued					
19-00907	3	BPS EXPRESS - Parts-Water Main	11.32	9-01-26-830-259	Budget		34 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	4	BPS EXPRESS - Parts-Water Main	2.00	9-01-26-830-259	Budget		37 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	5	BPS EXPRESS - Parts-Water Main	56.23	9-01-26-830-259	Budget		38 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	6	BPS EXPRESS - Parts-Water Main	12.09	9-01-26-830-259	Budget		39 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	7	BPS EXPRESS - Parts-Water Main	86.80	9-01-26-830-259	Budget		40 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	8	BPS EXPRESS - Parts-Water Main	39.86	9-01-26-830-259	Budget		41 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	9	BPS EXPRESS - Parts-Water Main	10.64	9-01-26-830-259	Budget		42 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	10	BPS EXPRESS - Parts-Water Main	140.01	9-01-26-830-259	Budget		43 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	11	BPS EXPRESS - Parts-Water Main	21.21	9-01-26-830-259	Budget		44 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	12	BPS EXPRESS - Parts & Material	41.58	9-01-26-830-259	Budget		45 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	13	BPS EXPRESS - Parts & Material	22.80	9-01-26-830-259	Budget		46 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	14	BPS EXPRESS - Parts & Material	26.47	9-01-26-830-259	Budget		47 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	15	BPS EXPRESS - Parts & Material	9.91	9-01-26-830-259	Budget		48 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	16	BPS EXPRESS - Parts & Material	16.99	9-01-26-830-259	Budget		49 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	17	BPS EXPRESS - Parts & Material	176.42	9-01-26-830-259	Budget		50 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	18	BPS EXPRESS - Parts & Material	54.80	9-01-26-830-259	Budget		51 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	19	BPS EXPRESS - Parts & Material	44.48	9-01-26-830-259	Budget		52 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	20	BPS EXPRESS - Parts & Material	207.32	9-01-26-830-259	Budget		53 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	21	BPS EXPRESS - Parts & Material	312.00	9-01-26-830-259	Budget		54 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	22	BPS EXPRESS - Parts & Material	12.68	9-01-26-830-259	Budget		55 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	23	BPS EXPRESS - Parts & Material	252.76	9-01-26-830-259	Budget		56 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	24	BPS EXPRESS - Parts & Material	153.20	9-01-26-830-259	Budget		57 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	25	BPS EXPRESS - Parts & Material	45.00	9-01-26-830-259	Budget		58 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	26	BPS EXPRESS - Parts & Material	2.88	9-01-26-830-259	Budget		59 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	27	BPS EXPRESS - Parts & Material	10.62	9-01-26-830-259	Budget		60 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00907	28	BPS EXPRESS - Plumbing Parts-R	2,237.50	C-04-55-306-411	Budget		61 1
				GENERAL DEPARTMENTAL EQUIPMENT			



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10344		BANK OF AMERICA					
		Continued					
19-00907	29	BPS EXPRESS - Plumbing Parts-R	8.41	C-04-55-306-411	Budget		62 1
				GENERAL DEPARTMENTAL EQUIPMENT			
19-00907	30	BPS EXPRESS - Plumbing Parts-R	116.35	C-04-55-306-411	Budget		63 1
				GENERAL DEPARTMENTAL EQUIPMENT			
19-00907	31	BPS EXPRESS - Plumbing Parts-R	58.20	C-04-55-306-411	Budget		64 1
				GENERAL DEPARTMENTAL EQUIPMENT			
19-00907	32	BPS EXPRESS - Plumbing Parts-R	76.67	C-04-55-306-411	Budget		65 1
				GENERAL DEPARTMENTAL EQUIPMENT			
			4,166.65				
10345	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00908	1	BRICKS R US - Purchase	33.70	T-12-56-173-023	Budget		66 1
				RECREATION TRUST- CREATE A MEMORY			
19-00908	2	BRICKS R US - Purchase	51.20	T-12-56-173-023	Budget		67 1
				RECREATION TRUST- CREATE A MEMORY			
19-00908	3	BRICKS R US - Purchase	52.40	T-12-56-173-023	Budget		68 1
				RECREATION TRUST- CREATE A MEMORY			
19-00908	4	BRICKS R US - Purchase	56.10	T-12-56-173-023	Budget		69 1
				RECREATION TRUST- CREATE A MEMORY			
			193.40				
10346	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00909	1	BSN SPORTS LLC - Sports Field	5,248.82	C-04-55-306-207	Budget		70 1
				GENERAL PROPERTY IMPROVEMENTS			
10347	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00910	1	BURKE MOTOR GROUP - Purchase	142.21	9-01-26-880-259	Budget		71 1
				FLEET MAINTENANCE - MINOR APPARATUS			
10348	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00911	1	NJS CSC - Purchase	25.00	9-01-20-025-237	Budget		72 1
				HUMAN RESOURCES - PROF EMPLOYEE RELATED			
19-00911	2	NJS CSC - Purchase	25.00	9-01-20-025-237	Budget		73 1
				HUMAN RESOURCES - PROF EMPLOYEE RELATED			
			50.00				
10349	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00912	1	CDW GOVT #RB38339 - Purchase	58.04	9-01-25-745-265	Budget		74 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00912	2	CDW GOVT #RBS9868 - Purchase	194.46	9-01-25-745-265	Budget		75 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00912	3	CDW GOVT #RDB0969 - Purchase	457.66	9-01-25-745-265	Budget		76 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00912	4	CDW GOVT #RFK0874 - Purchase	857.70	9-01-25-745-259	Budget		77 1
				PS/INFO TECHNOLOGY-MINOR APPARATUS			
19-00912	5	CDW GOVT #RBG8869 - Purchase	1,593.85	C-04-55-303-503	Budget		78 1
				GENERAL COMMUNICATIONS/IT EQUIPMENT			
19-00912	6	CDW GOVT #RGH1770 - Purchase	4,105.76	C-04-55-303-503	Budget		79 1
				GENERAL COMMUNICATIONS/IT EQUIPMENT			
19-00912	7	CDW GOVT #QWK5073 - Purchase	4,749.84	C-04-55-303-503	Budget		80 1
				GENERAL COMMUNICATIONS/IT EQUIPMENT			

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10349		BANK OF AMERICA					
		Continued					
19-00912	8	CDW GOVT #QZQ7441 - Purchase	4,749.84	C-04-55-303-503	Budget		81 1
				GENERAL COMMUNICATIONS/IT EQUIPMENT			
			<u>16,767.15</u>				
10350	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00913	1	CHAPMAN FORD LINCOLN MERC - Cr	80.00	9-01-26-880-259	Budget		82 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00913	2	CHAPMAN FORD LINCOLN MERC - Pu	167.29	9-01-26-880-259	Budget		83 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00913	3	CHAPMAN FORD LINCOLN MERC - Pu	176.33	9-01-26-880-259	Budget		84 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00913	4	CHAPMAN FORD LINCOLN MERC - Pu	218.45	9-01-26-880-259	Budget		85 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00913	5	CHAPMAN FORD LINCOLN MERC - Pu	662.82	9-01-26-880-259	Budget		86 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00913	6	CHAPMAN FORD LINCOLN MERC - Pu	101.03	9-01-26-880-259	Budget		87 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00913	7	CHAPMAN FORD LINCOLN MERC - Pu	68.10	9-01-26-880-259	Budget		88 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00913	8	CHAPMAN FORD LINCOLN MERC - Pu	237.65	9-01-26-880-259	Budget		89 1
				FLEET MAINTENANCE - MINOR APPARATUS			
			<u>1,551.67</u>				
10351	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00914	1	CINTAS 100 - Purchase	133.64	9-01-25-740-233	Budget		90 1
				PS/POLICE-EQUIP MAINT&REPAIR			
10352	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00915	1	CLEAN EARTH - Purchase	3,200.00	G-02-40-181-008	Budget		91 1
				RECYCLE TONAGE GRANT 2004-18			
10353	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00916	1	CODYS POWER EQUIPMENT - Purcha	104.55	9-01-26-880-259	Budget		92 1
				FLEET MAINTENANCE - MINOR APPARATUS			
10354	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00917	1	COMCAST - Purchase	237.97	9-01-20-040-211	Budget		93 1
				ADMIN/EMERGENCY MGMT-PROF. SERVICES			
19-00917	2	COMCAST - Purchase	12.22	9-01-25-745-265	Budget		94 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	3	COMCAST - Purchase	36.63	9-01-25-745-265	Budget		95 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	4	COMCAST - Purchase	43.17	9-01-25-745-265	Budget		96 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	5	COMCAST - Purchase	50.51	9-01-25-740-259	Budget		97 1
				PS/POLICE-MINOR APPARATUS			
19-00917	6	COMCAST - Purchase	83.96	9-01-25-740-259	Budget		98 1
				PS/POLICE-MINOR APPARATUS			
19-00917	7	COMCAST - Purchase	83.96	9-01-25-740-259	Budget		99 1
				PS/POLICE-MINOR APPARATUS			
19-00917	8	COMCAST - Purchase	96.84	9-01-25-740-259	Budget		100 1
				PS/POLICE-MINOR APPARATUS			

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10354		BANK OF AMERICA					
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19-00917	9	COMCAST - Purchase	109.95	9-01-25-745-265	Budget		101 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	10	COMCAST - Purchase	139.90	9-01-25-745-265	Budget		102 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	11	COMCAST - Purchase	159.90	9-01-25-745-265	Budget		103 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	12	COMCAST - Purchase	179.90	9-01-25-745-265	Budget		104 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	13	COMCAST - Purchase	219.80	9-01-25-745-265	Budget		105 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	14	COMCAST - Purchase	219.90	9-01-25-745-265	Budget		106 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	15	COMCAST - Purchase	239.90	9-01-25-745-265	Budget		107 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	16	COMCAST - Purchase	249.90	9-01-25-745-265	Budget		108 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	17	COMCAST - Purchase	253.80	9-01-25-745-265	Budget		109 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	18	COMCAST - Purchase	299.90	9-01-25-745-265	Budget		110 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	19	COMCAST - Purchase	476.04	9-01-25-745-265	Budget		111 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	20	COMCAST - Purchase	479.70	9-01-25-745-265	Budget		112 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	21	COMCAST - Purchase	515.94	9-01-25-745-265	Budget		113 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	22	COMCAST - Purchase	515.94	9-01-25-745-265	Budget		114 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	23	COMCAST - Purchase	558.08	9-01-25-745-265	Budget		115 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	24	COMCAST - Purchase	961.50	9-01-25-745-265	Budget		116 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
19-00917	25	COMCAST - Purchase	1,227.13	9-01-25-745-265	Budget		117 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
			7,452.44				
10355	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00918	1	EIG CONSTANTCONTACT.COM - Purc	204.00	9-01-25-745-265	Budget		118 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
10356	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00919	1	CRUZANS FREIGHTLINER - Purchas	458.42	9-01-26-880-259	Budget		119 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00919	2	CRUZANS FREIGHTLINER - Purchas	596.27	9-01-26-880-259	Budget		120 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00919	3	CRUZANS FREIGHTLINER - Purchas	693.20	9-01-26-880-259	Budget		121 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00919	4	CRUZANS FREIGHTLINER - Purchas	340.08	9-01-26-880-259	Budget		122 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00919	5	CRUZANS FREIGHTLINER - Purchas	2,550.32	9-01-26-880-259	Budget		123 1
				FLEET MAINTENANCE - MINOR APPARATUS			

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10356		BANK OF AMERICA							
		Continued							
19-00919	6	CRUZANS FREIGHTLINER - Purchas	907.45	9-01-26-880-259	Budget		124	1	
				FLEET MAINTENANCE - MINOR APPARATUS					
19-00919	7	CRUZANS FREIGHTLINER - Purchas	3,711.08	C-04-55-306-311	Budget		125	1	
				VEHCILE REHABILITATION					
			9,256.82						
10357	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00920	1	IN DAN'S WELDING - Purchase	285.00	9-01-26-880-211	Budget		126	1	
				FLEET MAINTENANCE - PROFESS SERVICES					
19-00920	2	IN DAN'S WELDING - Purchase	190.00	9-01-26-880-211	Budget		127	1	
				FLEET MAINTENANCE - PROFESS SERVICES					
19-00920	3	IN DAN'S WELDING - Purchase	380.00	9-01-26-880-211	Budget		128	1	
				FLEET MAINTENANCE - PROFESS SERVICES					
			855.00						
10358	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00921	1	DRAIN DOCTOR SEWER AND DR - Em	285.00	9-01-26-830-211	Budget		129	1	
				FACILITY MAINTENANCE - PROF SERVICES					
19-00921	2	DRAIN DOCTOR SEWER AND DR - Em	905.00	9-01-26-830-211	Budget		130	1	
				FACILITY MAINTENANCE - PROF SERVICES					
			1,190.00						
10359	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00922	1	EASTERN LIFT TRUCK - Purchase	151.00	9-01-26-880-211	Budget		131	1	
				FLEET MAINTENANCE - PROFESS SERVICES					
10360	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00923	1	ENGLISH CREEK SUPPLY - Purchas	37.50	9-01-26-820-259	Budget		132	1	
				SANITATION & RECEIVING - MINOR APPRATUS					
10361	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00924	1	EVIDENT INC - Purchase	85.41	9-01-25-740-249	Budget		133	1	
				PS/POLICE-OFFICE SUPPLIES					
19-00925	1	EVO STUDIOS, INC. EVOG - Purch	87.00	9-01-25-745-265	Budget		134	1	
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY					
19-00925	2	EVO STUDIOS, INC. EVOG - Purch	160.00	9-01-25-745-265	Budget		135	1	
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY					
19-00925	3	EVO STUDIOS, INC. EVOG - Purch	200.00	9-01-25-745-265	Budget		136	1	
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY					
19-00925	4	EVO STUDIOS, INC. EVOG - Purch	200.00	9-01-25-745-265	Budget		137	1	
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY					
19-00925	5	EVO STUDIOS, INC. EVOG - Purch	200.00	9-01-25-745-265	Budget		138	1	
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY					
19-00925	6	EVO STUDIOS, INC. EVOG - Purch	200.00	9-01-25-745-265	Budget		139	1	
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY					
19-00925	7	EVO STUDIOS, INC. EVOG - Purch	200.00	9-01-25-745-265	Budget		140	1	
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY					
			1,332.41						
10362	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00926	1	NEW JERSEY E-ZPASS - Purchase	100.00	9-01-26-825-213	Budget		141	1	
				CITY WIDE - STORAGE & TOWING					

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10363	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00927	1	FASTENAL COMPANY01 - Credit	1,390.50	9-01-26-840-259	Budget		142 1
				FIELD OPERATIONS - MINOR APPARATUS			
19-00927	2	FASTENAL COMPANY01 - Purchase	83.46	9-01-26-840-259	Budget		143 1
				FIELD OPERATIONS - MINOR APPARATUS			
19-00927	3	FASTENAL COMPANY01 - Purchase	149.98	9-01-26-840-259	Budget		144 1
				FIELD OPERATIONS - MINOR APPARATUS			
19-00927	4	FASTENAL COMPANY01 - Purchase	239.98	9-01-26-840-259	Budget		145 1
				FIELD OPERATIONS - MINOR APPARATUS			
19-00927	5	FASTENAL COMPANY01 - Purchase	1,390.50	9-01-26-840-259	Budget		146 1
				FIELD OPERATIONS - MINOR APPARATUS			
19-00927	6	FASTENAL COMPANY01 - Purchase	483.88	C-04-55-301-203	Budget		147 1
				RECONSTRUCTION			
19-00927	7	FASTENAL COMPANY01 - Purchase	900.00	C-04-55-301-203	Budget		148 1
				RECONSTRUCTION			
19-00927	8	FASTENAL COMPANY01 - Purchase	909.79	C-04-55-301-203	Budget		149 1
				RECONSTRUCTION			
19-00927	9	FASTENAL COMPANY01 - Purchase	2,179.00	C-04-55-301-201	Budget		150 1
				ISOLATED REPLACEMENTS			
			4,946.09				
10364	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00928	1	SQ FIRST DUE FABRI - Purchase	78.17	9-01-25-770-275	Budget		151 1
				PS/FIRE-SAFETY EQUIPMENT			
10365	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00929	1	JOTFORM INC. - Purchase	799.00	9-01-25-745-265	Budget		152 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
10366	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00930	1	GARDEN STATE HWY PROD INC - Pu	1,195.00	9-01-26-840-259	Budget		153 1
				FIELD OPERATIONS - MINOR APPARATUS			
19-00930	2	GARDEN STATE HWY PROD INC - Pu	240.00	9-01-26-840-259	Budget		154 1
				FIELD OPERATIONS - MINOR APPARATUS			
			1,435.00				
10367	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00931	1	GENTILINI CHEVROLET LLC - Purc	20.37	9-01-26-880-259	Budget		155 1
				FLEET MAINTENANCE - MINOR APPARATUS			
19-00931	2	GENTILINI FORD INC - Purchase	1,124.65	9-01-26-880-259	Budget		156 1
				FLEET MAINTENANCE - MINOR APPARATUS			
			1,145.02				
10368	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00932	1	GIH GLOBALINDUSTRIALEQ - Purch	187.15	9-01-20-020-259	Budget		157 1
				ADMIN/MUNICIPAL CODE,LIC & PZ MINOR APPA			
19-00932	2	GIH GLOBALINDUSTRIALEQ - Purch	289.19	9-01-25-770-259	Budget		158 1
				PS/FIRE-MINOR APPARATUS			
19-00932	3	GIH GLOBALINDUSTRIALEQ - Purch	468.20	9-01-25-770-259	Budget		159 1
				PS/FIRE-MINOR APPARATUS			

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10368		BANK OF AMERICA						
19-00932	4	GIH GLOBALINDUSTRIALEQ - Purch	554.44	9-01-25-770-259	Budget		160	1
				PS/FIRE-MINOR APPARATUS				
			1,498.98					
10369	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00933	1	DNH GODADDY.COM - Purchase	330.10	9-01-25-745-265	Budget		161	1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY				
10370	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00934	1	GRAINGER - Purchase	247.15	9-01-20-098-259	Budget		162	1
				C/S-AQUATIC & FITNESS MINOR APPARATUS				
10371	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00935	1	GRANTURK EDPMNT CO INC - Purch	656.86	9-01-26-880-259	Budget		163	1
				FLEET MAINTENANCE - MINOR APPARATUS				
19-00935	2	GRANTURK EDPMNT CO INC - Purch	92.84	9-01-26-880-259	Budget		164	1
				FLEET MAINTENANCE - MINOR APPARATUS				
19-00935	3	GRANTURK EDPMNT CO INC - Purch	440.13	9-01-26-880-259	Budget		165	1
				FLEET MAINTENANCE - MINOR APPARATUS				
19-00935	4	GRANTURK EDPMNT CO INC - Purch	753.33	C-04-55-301-505	Budget		166	1
				STREET SWEEPER				
19-00935	5	GRANTURK EDPMNT CO INC - Purch	729.79	C-04-55-306-311	Budget		167	1
				VEHCILE REHABILITATION				
19-00935	6	GRANTURK EDPMNT CO INC - Purch	133.72	G-02-40-173-011	Budget		168	1
				CLEAN COMM.-OP 2001-2018				
19-00935	7	GRANTURK EDPMNT CO INC - Purch	274.91	G-02-40-173-011	Budget		169	1
				CLEAN COMM.-OP 2001-2018				
19-00935	8	GRANTURK EDPMNT CO INC - Purch	468.74	G-02-40-173-011	Budget		170	1
				CLEAN COMM.-OP 2001-2018				
19-00935	9	GRANTURK EDPMNT CO INC - Purch	1,224.29	G-02-40-173-011	Budget		171	1
				CLEAN COMM.-OP 2001-2018				
			4,774.61					
10372	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00936	1	F.W. WEBB - 106 - Plumbing Par	208.21	9-01-26-830-259	Budget		172	1
				FACILITY MAINTENANCE - MINOR APPARATUS				
19-00936	2	F.W. WEBB - 106 - Solar Powere	212.72	9-01-26-830-259	Budget		173	1
				FACILITY MAINTENANCE - MINOR APPARATUS				
19-00936	3	F.W. WEBB - 106 - Flush Cartri	689.52	9-01-26-830-259	Budget		174	1
				FACILITY MAINTENANCE - MINOR APPARATUS				
			1,110.45					
10373	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00937	1	GRAYBAR ELECTRIC COMPANY - Pur	48.62	9-01-25-745-259	Budget		175	1
				PS/INFO TECHNOLOGY-MINOR APPARATUS				
19-00937	2	GRAYBAR ELECTRIC COMPANY - Pur	233.79	9-01-25-745-259	Budget		176	1
				PS/INFO TECHNOLOGY-MINOR APPARATUS				
19-00937	3	GRAYBAR ELECTRIC COMPANY - Pur	279.12	9-01-25-745-259	Budget		177	1
				PS/INFO TECHNOLOGY-MINOR APPARATUS				
19-00937	4	GRAYBAR ELECTRIC COMPANY - Pur	1,609.20	C-04-55-303-503	Budget		178	1
				GENERAL COMMUNICATIONS/IT EQUIPMENT				

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10373		BANK OF AMERICA						
		Continued						
19-00937	5	GRAYBAR ELECTRIC COMPANY - Pur	3,141.56	C-04-55-303-503	Budget		179	1
				GENERAL COMMUNICATIONS/IT EQUIPMENT				
			5,312.29					
10374	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00938	1	HD SUPPLY FACILITIES MAI - Rep	131.38	9-01-26-830-259	Budget		180	1
				FACILITY MAINTENANCE - MINOR APPARATUS				
19-00938	2	HD SUPPLY FACILITIES MAI - Car	339.90	9-01-26-825-259	Budget		181	1
				CITY WIDE - MINOR APPARATUS				
			471.28					
10375	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00939	1	THE HOME DEPOT 930 - Purchase	391.19	9-01-20-650-259	Budget		182	1
				FINANCIAL MGMT/REV COLLECTION-MINOR APP				
19-00939	2	HOMEDEPOT.COM - LED Dimable Li	86.90	9-01-26-830-259	Budget		183	1
				FACILITY MAINTENANCE - MINOR APPARATUS				
19-00939	3	THE HOME DEPOT 930 - LED Retro	224.42	9-01-26-830-259	Budget		184	1
				FACILITY MAINTENANCE - MINOR APPARATUS				
19-00939	4	THE HOME DEPOT 930 - Purchase	764.18	9-01-26-840-259	Budget		185	1
				FIELD OPERATIONS - MINOR APPARATUS				
			1,466.69					
10376	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00940	1	HOOVER TRUCK CENTERS (CI - Pur	218.23	9-01-26-880-259	Budget		186	1
				FLEET MAINTENANCE - MINOR APPARATUS				
19-00940	2	HOOVER TRUCK CENTERS (CI - Pur	218.23	9-01-26-880-259	Budget		187	1
				FLEET MAINTENANCE - MINOR APPARATUS				
			436.46					
10377	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00941	1	OPC Horizon BCBS NJ - Purchase	700.35	9-01-20-025-371	Budget		188	1
				HUMAN RESOURCES - MEDICAL INSURANCE				
10378	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00942	1	INT'L ASSOC OF FIRE CH - Purch	215.00	9-01-25-770-211	Budget		189	1
				PS/PROFESSIONAL SERVICES				
10379	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00943	1	IMPERIAL BAG & PAPER CO L - Pu	440.99	9-01-20-098-259	Budget		190	1
				C/S-AQUATIC & FITNESS MINOR APPARATUS				
19-00943	2	IMPERIAL BAG & PAPER CO L - Pu	657.99	9-01-20-098-259	Budget		191	1
				C/S-AQUATIC & FITNESS MINOR APPARATUS				
			1,098.98					
10380	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00944	1	WPY J Harris Academy of P - Pu	300.00	9-01-25-740-237	Budget		192	1
				PS/POLICE-PROF EMPLOYEE RELATED				
10381	03/21/19	BOAPCARD BANK OF AMERICA					4649	
19-00945	1	JOHNSONS ELECTRIC OCEAN C - Pu	1,335.00	C-04-55-301-303	Budget		193	1
				29TH STREET FIRE HOUSE CONTENTS				

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10382	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00946	1	JOHNSTONE SUPPLY 266 - Parts-S	289.59	9-01-26-830-259	Budget		194 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00946	2	JOHNSTONE SUPPLY 266 - Refrige	371.90	9-01-26-830-259	Budget		195 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
			661.49				
10383	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00947	1	Laacke & Joys Company - Purcha	16.54	9-01-25-740-233	Budget		196 1
				PS/POLICE-EQUIP MAINT&REPAIR			
10384	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00948	1	LAWLINE 1 YEAR ACCESS - Purcha	199.00	9-01-20-025-211	Budget		197 1
				HUMAN RESOURCES - PROFESSIONAL SERVICES			
10385	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00949	1	LAWN AND GOLF SUPPLY CO - Purc	19.60	9-01-26-880-259	Budget		198 1
				FLEET MAINTENANCE - MINOR APPARATUS			
10386	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00950	1	IN LENEGAN PLUMBING AND - Eme	300.00	9-01-26-830-211	Budget		199 1
				FACILITY MAINTENANCE - PROF SERVICES			
10387	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00951	1	LILLISTON DODGE CHRYSLER - Pur	14.42	9-01-26-880-259	Budget		200 1
				FLEET MAINTENANCE - MINOR APPARATUS			
10388	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00952	1	LOGMEIN Central - Purchase	184.99	9-01-25-740-233	Budget		201 1
				PS/POLICE-EQUIP MAINT&REPAIR			
10389	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00953	1	LOWES #01034 - Credit (Returne	79.00	9-01-26-830-259	Budget		202 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00953	2	LOWES #01034 - Tool Box & Stoc	105.98	9-01-26-830-259	Budget		203 1
				FACILITY MAINTENANCE - MINOR APPARATUS			
19-00953	3	LOWES #01034 - Purchase	119.58	9-01-26-820-259	Budget		204 1
				SANITATION & RECEIVING - MINOR APPRATUS			
			146.56				
10390	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00954	1	IN MASE CONCEPTS - Purchase	1,489.40	9-01-25-770-275	Budget		205 1
				PS/FIRE-SAFETY EQUIPMENT			
10391	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00955	1	MSFT E04007FHCL - Purchase	68.00	9-01-20-040-211	Budget		206 1
				ADMIN/EMERGENCY MGMT-PROF. SERVICES			
10392	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00956	1	NATIONALGYM SUPPLY - Purchase	450.32	9-01-20-098-259	Budget		207 1
				C/S-AQUATIC & FITNESS MINOR APPARATUS			



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10393	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00957	1	NJMCV RIO GRANDE - Purchase	60.00	9-01-26-820-211	Budget		208	1	
				SANITATION & RECEIVING - PROF SERVICES					
10394	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00958	1	OHD, LLLP - Purchase	810.00	9-01-25-720-265	Budget		209	1	
				PS/RESCUE SERVICES EQUIP OUTLA					
10395	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00959	1	ORCHARDS HYDRAULIC SERVIC - Pu	184.45	9-01-26-880-259	Budget		210	1	
				FLEET MAINTENANCE - MINOR APPARATUS					
19-00959	2	ORCHARDS HYDRAULIC SERVIC - Pu	1,754.54	9-01-26-880-259	Budget		211	1	
				FLEET MAINTENANCE - MINOR APPARATUS					
			1,938.99						
10396	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00960	1	PARTS4HEATINGCOM - Parts-Repai	80.29	9-01-26-830-259	Budget		212	1	
				FACILITY MAINTENANCE - MINOR APPARATUS					
19-00960	2	PARTS4HEATINGCOM - Parts-Repai	308.28	9-01-26-830-259	Budget		213	1	
				FACILITY MAINTENANCE - MINOR APPARATUS					
			388.57						
10397	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00961	1	PAYPAL NEWJERSEYCA - Purchase	375.00	9-01-25-770-211	Budget		214	1	
				PS/PROFESSIONAL SERVICES					
10398	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00962	1	IN PERSONAL TOUCH PAGEAN - Pu	55.00	T-12-56-173-034	Budget		215	1	
				REC. TRUST - SPECIAL EVENTS/RECREATION					
10399	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00963	1	PFG PROFORMA - Purchase	507.49	9-01-20-650-249	Budget		216	1	
				FINANCIAL MGMT/REV COLLECTION-OFC SUPP					
10400	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00964	1	PODS OF NEW JERSEY - Purchase	169.00	9-01-26-825-245	Budget		217	1	
				CITY WIDE - RENTALS					
10401	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00965	1	RALLYE PRODUCTIONS INC - Purch	307.95	T-12-56-173-034	Budget		218	1	
				REC. TRUST - SPECIAL EVENTS/RECREATION					
10402	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00966	1	ROBERTS OXYGEN CO BR 00 - Purc	184.75	8-01-25-720-253	Budget		219	1	
				PS/RESCUE SERVICES-MED SUPPLIES					
19-00966	2	ROBERTS OXYGEN CO BR 00 - Purc	97.15	8-01-25-720-253	Budget		220	1	
				PS/RESCUE SERVICES-MED SUPPLIES					
19-00966	3	ROBERTS OXYGEN CO BR 00 - Purc	122.85	8-01-25-720-253	Budget		221	1	
				PS/RESCUE SERVICES-MED SUPPLIES					
19-00966	4	ROBERTS OXYGEN CO BR 00 - Purc	142.65	9-01-25-720-253	Budget		222	1	
				PS/RESCUE SERVICES-MED SUPPLIES					
			547.40						

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10403	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00967	1	RR PRODUCTS INC - Golf Course	139.05	9-01-26-830-268	Budget		223 1
				FACILITY MAINTENANCE - GROUNDS KEEPING			
19-00967	2	RR PRODUCTS INC - Golf Course	537.70	9-01-26-830-268	Budget		224 1
				FACILITY MAINTENANCE - GROUNDS KEEPING			
			676.75				
10404	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00968	1	RU CGS - Purchase	479.00	9-01-26-820-211	Budget		225 1
				SANITATION & RECEIVING - PROF SERVICES			
10405	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00969	1	RU CONT STUDIES - Purchase	3,700.00	9-01-25-770-211	Budget		226 1
				PS/PROFESSIONAL SERVICES			
19-00969	2	RU CONT STUDIES - Purchase	165.00	G-02-40-173-011	Budget		227 1
				CLEAN COMM.-OP 2001-2018			
			3,865.00				
10406	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00970	1	SHOPRITE MARMORA S1 - Purchase	12.85	T-12-56-173-033	Budget		228 1
				RECREATION TRUST PROGRAMS			
19-00970	2	SHOPRITE MARMORA S1 - Purchase	27.23	T-12-56-173-033	Budget		229 1
				RECREATION TRUST PROGRAMS			
			40.08				
10407	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00971	1	SIRCHIE FINGER PRINT LABO - Pu	432.69	9-01-25-740-249	Budget		230 1
				PS/POLICE-OFFICE SUPPLIES			
10408	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00972	1	SITEONE LANDSCAPE SUPPLY, - Fe	441.71	9-01-26-830-268	Budget		231 1
				FACILITY MAINTENANCE - GROUNDS KEEPING			
10409	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00973	1	SHORE MEMORIAL HOSPITAL - Purc	48.00	T-12-56-175-021	Budget		232 1
				RESERVE-FIRE DED. PENALTIES			
10410	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00974	1	STAPLS7212524930000001 - Purch	332.14	9-01-20-101-249	Budget		233 1
				C/S- MUSIC PIER OPERATIONS OFF SUPPLIES			
10411	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00975	1	STREAMHOSTER.COM - Purchase	30.00	9-01-20-040-211	Budget		234 1
				ADMIN/EMERGENCY MGMT-PROF. SERVICES			
10412	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00976	1	Teamviewer.com - Purchase	1,194.00	9-01-25-745-265	Budget		235 1
				PS/INFO TECHNOLOGY-EQUIPMENT OUTLAY			
10413	03/21/19	BOAPCARD BANK OF AMERICA					4649
19-00977	1	TLO TRANSUNION - Purchase	53.31	9-01-25-740-211	Budget		236 1
				PS/POLICE-PROF SERVICES			

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10414	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00978	1	TRINER SCALE & MFG CO IN - Pur	210.50	9-01-20-650-249	Budget		237	1	
				FINANCIAL MGMT/REV COLLECTION-OFC SUPP					
10415	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00979	1	TRUIS INC #2 - Purchase	206.55	9-01-26-880-259	Budget		238	1	
				FLEET MAINTENANCE - MINOR APPARATUS					
10416	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00980	1	UNITED RENTALS - Purchase	36.75	9-01-26-880-259	Budget		239	1	
				FLEET MAINTENANCE - MINOR APPARATUS					
10417	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00981	1	VZWRLSS MY VZ VB P - Purchase	3,291.11	9-01-20-626-223	Budget		240	1	
				TELEPHONE					
19-00981	2	VZWRLSS MY VZ VB P - Purchase	4,796.73	9-01-20-626-223	Budget		285	1	
				TELEPHONE					
19-00981	3	VZWRLSS MY VZ VB P - Purchase	2,030.36	9-01-20-626-223	Budget		286	1	
				TELEPHONE					
			10,118.20						
10418	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00982	1	WALLACE TRUE VALUE HARDWA - PU	23.99	9-01-26-880-259	Budget		241	1	
				FLEET MAINTENANCE - MINOR APPARATUS					
19-00982	2	WALLACE TRUE VALUE HARDWA - PU	92.99	9-01-26-820-259	Budget		242	1	
				SANITATION & RECEIVING - MINOR APPRATUS					
			116.98						
10419	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00983	1	WAUSAU TILE - Purchase	1,312.50	G-02-40-181-246	Budget		243	1	
				SECURE THE SHORE - PHYSICAL BARRIER					
10420	03/21/19	BOAPCARD BANK OF AMERICA					4649		
19-00984	1	WB MASON - Credit	42.50	9-01-20-610-249	Budget		244	1	
				FINANCIAL MGMT/ACCOUNTING-OFF SUPPLIES					
19-00984	2	WB MASON - Credit	16.98	9-01-20-410-249	Budget		245	1	
				STATUTORY/CITY CLERK-OFFICE SUPPLIES					
19-00984	3	CLAIM ADJ/WB MASON - Credit	15.45	9-01-20-090-249	Budget		246	1	
				C/S-PUBLIC RELATIONS & INFO OFF SUPPLIES					
19-00984	4	WB MASON - Credit	8.69	9-01-20-410-249	Budget		247	1	
				STATUTORY/CITY CLERK-OFFICE SUPPLIES					
19-00984	5	WB MASON - Purchase	14.04	9-01-20-015-249	Budget		248	1	
				ADMIN/BUS. ADMINISTRATION-OFFICE SUPPLIES					
19-00984	6	WB MASON - Purchase	14.86	9-01-20-640-249	Budget		249	1	
				FINANCIAL MGMT/TAX COLLECTION-OFC SUPP					
19-00984	7	WB MASON - Purchase	15.45	9-01-20-090-249	Budget		250	1	
				C/S-PUBLIC RELATIONS & INFO OFF SUPPLIES					
19-00984	8	WB MASON - Purchase	16.98	9-01-20-410-249	Budget		251	1	
				STATUTORY/CITY CLERK-OFFICE SUPPLIES					
19-00984	9	WB MASON - Purchase	18.10	9-01-20-025-249	Budget		252	1	
				HUMAN RESOURCES - OFFICE SUPPLIES					
19-00984	10	WB MASON - Purchase	25.74	9-01-20-047-249	Budget		253	1	
				ADMIN/ENG&PROJECTS OFFICE SUPPLIES					

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10420		BANK OF AMERICA							
		Continued							
19-00984	11	WB MASON - Purchase	42.50	9-01-20-610-249	Budget		254	1	
				FINANCIAL MGMT/ACCOUNTING-OFF SUPPLIES					
19-00984	12	WB MASON - Purchase	58.26	9-01-20-090-249	Budget		255	1	
				C/S-PUBLIC RELATIONS & INFO OFF SUPPLIES					
19-00984	13	WB MASON - Purchase	58.57	9-01-20-020-249	Budget		256	1	
				ADMIN/MUNICIPAL CODE,LIC & PZ OFF SUPP					
19-00984	14	WB MASON - Purchase	82.68	9-01-20-025-249	Budget		257	1	
				HUMAN RESOURCES - OFFICE SUPPLIES					
19-00984	15	WB MASON - Purchase	95.38	9-01-20-410-249	Budget		258	1	
				STATUTORY/CITY CLERK-OFFICE SUPPLIES					
19-00984	16	WB MASON - Purchase	100.19	9-01-20-610-249	Budget		259	1	
				FINANCIAL MGMT/ACCOUNTING-OFF SUPPLIES					
19-00984	17	WB MASON - Purchase	111.08	9-01-20-410-249	Budget		260	1	
				STATUTORY/CITY CLERK-OFFICE SUPPLIES					
19-00984	18	WB MASON - Purchase	115.48	9-01-20-090-249	Budget		261	1	
				C/S-PUBLIC RELATIONS & INFO OFF SUPPLIES					
19-00984	19	WB MASON - Purchase	304.00	9-01-20-630-249	Budget		262	1	
				FINANCIAL MGMT/TAX ASSESSMT-OFC SUPP					
19-00984	20	WB MASON - Purchase	649.30	9-01-20-510-249	Budget		263	1	
				STATUTORY/MUNICIPAL COURT - OFFICE SUPPL					
19-00984	21	WB MASON - Purchase	1,337.26	9-01-20-047-249	Budget		264	1	
				ADMIN/ENG&PROJECTS OFFICE SUPPLIES					
19-00984	22	WB MASON - Purchase	1.74	9-01-25-740-249	Budget		265	1	
				PS/POLICE-OFFICE SUPPLIES					
19-00984	23	WB MASON - Purchase	24.39	9-01-25-740-249	Budget		266	1	
				PS/POLICE-OFFICE SUPPLIES					
19-00984	24	WB MASON - Purchase	85.06	9-01-25-740-249	Budget		267	1	
				PS/POLICE-OFFICE SUPPLIES					
19-00984	25	WB MASON - Purchase	122.97	9-01-25-770-249	Budget		268	1	
				PS/FIRE-OFFICE SUPPLIES					
19-00984	26	WB MASON - Purchase	172.38	9-01-25-740-249	Budget		269	1	
				PS/POLICE-OFFICE SUPPLIES					
19-00984	27	WB MASON - Purchase	199.71	9-01-25-770-249	Budget		270	1	
				PS/FIRE-OFFICE SUPPLIES					
19-00984	28	WB MASON - Purchase	17.42	9-01-26-810-249	Budget		271	1	
				ADMINISTRATION - OFFICE SUPPLIES					
19-00984	29	WB MASON - Office Supplies (Ma	18.66	9-01-26-830-249	Budget		272	1	
				FACILITY MAINTENANCE - OFFICE SUPPLIES					
19-00984	30	WB MASON - Purchase	176.67	9-01-26-810-249	Budget		273	1	
				ADMINISTRATION - OFFICE SUPPLIES					
19-00984	31	WB MASON - Purchase	261.14	9-01-26-810-249	Budget		274	1	
				ADMINISTRATION - OFFICE SUPPLIES					
19-00984	32	WB MASON - Purchase	278.37	9-01-26-810-249	Budget		275	1	
				ADMINISTRATION - OFFICE SUPPLIES					
19-00984	33	WB MASON - Purchase	312.44	9-01-26-810-249	Budget		276	1	
				ADMINISTRATION - OFFICE SUPPLIES					
19-00984	34	WB MASON - Purchase	98.37	9-01-20-020-249	Budget		287	1	
				ADMIN/MUNICIPAL CODE,LIC & PZ OFF SUPP					
			4,745.57						

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Check Register By Check Id

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #	Item	Description						Acct
10421	03/21/19	BOAPCARD BANK OF AMERICA						4649
19-00985	1	THE WEBSTAIRANT STORE - Purcha	51.21	9-01-20-021-233	Budget		277	1
				ADMINISTRATION/CONST CODE-EQUIP & REPAIR				
10422	03/21/19	BOAPCARD BANK OF AMERICA						4649
19-00986	1	WPSG, INC - Purchase	699.00	9-01-25-770-275	Budget		278	1
				PS/FIRE-SAFETY EQUIPMENT				
10423	03/21/19	BOAPCARD BANK OF AMERICA						4649
19-00987	1	YIANNIS CAFE - Purchase	70.00	T-12-56-173-033	Budget		279	1
				RECREATION TRUST PROGRAMS				
10424	03/21/19	BOAPCARD BANK OF AMERICA						4649
19-00988	1	NJ GOV SERVICES - Purchase	54.00	T-12-56-173-033	Budget		280	1
				RECREATION TRUST PROGRAMS				
	19-00988	2	NJ GOV SERVICES - Purchase	2.03	T-12-56-173-033	Budget	281	1
				RECREATION TRUST PROGRAMS				
			56.03					
10425	03/21/19	BOAPCARD BANK OF AMERICA						4649
19-00989	1	V.E. RALPH & SON, INC - Purcha	14.40	9-01-25-770-233	Budget		282	1
				PS/FIRE-EQUIPMENT MAINT & REP				
	19-00989	2	V.E. RALPH & SON, INC - Purcha	132.11	9-01-25-770-233	Budget	283	1
				PS/FIRE-EQUIPMENT MAINT & REP				
	19-00989	3	V.E. RALPH & SON, INC - Purcha	36.40	9-01-25-770-233	Budget	284	1
				PS/FIRE-EQUIPMENT MAINT & REP				
			182.91					
Report Totals								
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
	Checks:	94	0	120,550.21	0.00			
	Direct Deposit:	0	0	0.00	0.00			
	Total:	94	0	120,550.21	0.00			

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	8-01	404.75	0.00	0.00	404.75
	9-01	73,434.91	0.00	0.00	73,434.91
	C-04	39,127.17	0.00	0.00	39,127.17
	G-02	6,779.16	0.00	0.00	6,779.16
	T-12	804.22	0.00	0.00	804.22
Total of All Funds:		<u>120,550.21</u>	<u>0.00</u>	<u>0.00</u>	<u>120,550.21</u>

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*Issued Outside Bill List*

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 96251 to 96251  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
96251	03/21/19	ADP AUTOMATIC DATA PROCESSING		4648
19-00347	2019 PAYROLL SERVICE	12,353.80		

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	12,353.80	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	12,353.80	0.00