

ORDINANCE NO. 19-02

**AN ORDINANCE SUPPLEMENTING THE REVISED GENERAL ORDINANCES
OF THE CITY OF OCEAN CITY
(Boardwalk Entertainers)**

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 XVIII, "Beaches, Boardwalks and Recreational Areas", Section 18-13, "Boardwalk Entertainers", paragraph e of Sub-section 18-13.2, "Rules and Regulations" is hereby amended to read as follows:

18-13.2 Rules and regulations.

- e. Sound produced by an entertainer (or group of entertainers) shall not be audible thirty (30') feet from the Boardwalk railing adjacent to which the entertainer(s) is/are performing. No electronic amplifiers are permitted for performances. An electronic instrument, such as a keyboard, is permitted provided that the music is not audible thirty (30') feet from the Boardwalk railing adjacent to which the entertainer is performing.

SECTION 2.

All ordinances or portions thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.

SECTION 3.

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

SECTION 4.

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

ORDINANCE NO. 19-06

**AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK PER (N.J.S.A. 40A: 4-45.14)
FOR CALENDAR YEAR 2019**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to **2.5%** unless authorized by ordinance to increase it to **3.5%** over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the **3.5%** percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the City Council of the City of Ocean City in the County of Cape May finds it advisable and necessary to increase its CY 2019 budget by up to **3.5%** over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the City Council hereby determines that a **3.5%** increase in the budget for said year, amounting to **\$2,003,816.29** excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the City Council hereby determines that any amount authorized herein above that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Ocean City, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2019 budget year, the final appropriations of the City of Ocean City shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by **3.5%**, amounting to **\$2,003,816.29**, and that the CY 2019 municipal budget for the City of Ocean City be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

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

Jay A. Gillian, Mayor

Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 14th day of March, 2019, and was taken up for a second reading and final passage at a meeting of said Council held on the 11th day of April, 2019, in Council Chambers at City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

Melissa Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

2

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #19-14, SUPPLY & DELIVERY OF BEACH PATROL UNIFORMS**

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #19-14, Supply & Delivery of Beach Patrol Uniforms.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, April 17, 2019 with the bid proposal opening scheduled on Tuesday, May 7, 2019 and an anticipated date of award on Thursday, May 23, 2019.

Files: RAU 19-14 Supply & Delivery of Beach Patrol Uniforms.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2019

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

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Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

3

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #19-19, MUSIC PIER SOUND SYSTEM**

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 #19-19, Music Pier Sound System.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, April 17, 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 19-19 Music Pier Sound System.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
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

4

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY &
SPATIAL DATA LOGIC, INC. FOR MUNICIPAL MANAGEMENT SOFTWARE UTILIZED BY
THE CITY OF OCEAN CITY**

WHEREAS, the City of Ocean City's utilizes various software packages to assist with daily management operations for various departments & division within the City of Ocean City; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have said services updated and maintained on an ongoing basis to continue to provide improved operations for the City of Ocean City's department & divisions; 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, Spatial Data Logic, Inc. has provide and maintained municipal management software packages for use by the IT Division and various operations of the City of Ocean City; and

WHEREAS, Benjamin M. Hurst, Director of IT; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal for Spatial Data Logic, Inc. for municipal management software for the City of Ocean City and recommends that **Spatial Data Logic, Inc., 285 Davidson Avenue, Suite 302, Somerset, NJ 08873** be awarded an alternative non-advertised method of award contract for the supply, maintenance and upgrades to the municipal management software for the City of Ocean City; and

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

WHEREAS, Spatial Data Logic, Inc. has submitted a Business Entity Disclosure Certification which certifies that Spatial Data Logic, 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 Spatial Data Logic, 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 contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 & 40A11-5 (1) dd; 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 Spatial Data Logic, Inc.be awarded as follows:

1. Municipal management software supply, maintenance & upgrades for the City of Ocean City in the calendar year 2019:

| | | |
|--|-----------|------------------|
| Expended to Date..... | \$ | 0.00 |
| Requisition Awaiting Approval..... | \$ | 31,250.00 |
| Expenditure Total to Date | \$ | 31,250.00 |

2. The contract period is 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 (BRC) 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 Spatial Data Logic, Inc., 285 Davidson Avenue, Suite 302, Somerset, NJ 08873 for municipal management software for the City of Ocean City in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to appropriate Account #'s as Purchase Orders are issued. The estimated annual contract value is \$39,000.00 (Public Safety Technology: \$31,250.00 – 9-01-25-745-265 contingent upon the adoption of the 2019 Local Municipal Budget).

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

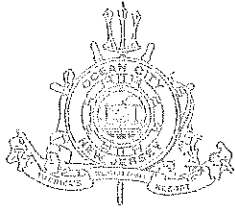
Files: RAW 19 Nonadvertised Spatial Data Logic.docx

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 | _____ | _____ | _____ | _____ |

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Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

C19-017

INFORMATION TECHNOLOGY DIVISION

TO: Joe Clark, Purchasing Manager
FROM: Max Hurst, Director of IT *[Signature]*
DATE: April 2, 2019
SUBJECT: Purchase Justification – Spatial Data Logic, Inc - Annual Software Agreement

Attached for your review and consideration please find Spatial Data Logic quote number 2019-025 in the amount of \$31,250.00 which describes the purchase of an annual software maintenance package. Annual software support from SDL includes our 25 seat licenses, software support and online portal hosting for one year. SDL will also provide 25 training credit with our annual support agreement for our employees.

Spatial Data Logic, also known simply as SDL, provides our in-house software for Code Construction, Code Compliance, Mercantile, Licensing, Smoke Detector Program, Planning and Zoning functions. SDL is a one-stop-shop for all aspects of our operations. In addition, we recently launched our public facing portable to promote online features and functions.

We originally purchased the SDL platform in March of 2016. We were provided with a comprehensive three year support package at the time of purchase. To date we have not insured any cost for annual support.

As with our other annual support packages, we typically issue a purchase order and provide full payment according to our established terms.

SDL is the proprietary author of their entire software collection. Competitive quotes were not available as per NJSA 40A:11-5(i)dd.

Funds for this purchase are allocated in the 2019 IT operating account (265).

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

5

**AUTHORIZING THE AWARD OF CITY CONTRACT #19-01,
CONCESSION LICENSES FOR THE SALE OF FOOD, ICE CREAM & BEVERAGE RELATED
PRODUCTS AT DESIGNATED CITY OWNED STREET ENDS**

WHEREAS, specifications were authorized for advertisement by Resolution No. 19-55-172 on February 28, 2019 for City Contract #19-01, Concession Licenses for the Sale of Food, Ice Cream & Beverage Related Products at Designated City Owned Street Ends; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, March 13, 2019, the Notice to Bidders was posted on the City of Ocean City’s website, www.ocnj.us and the Invitation for Bid Proposals was distributed to three (3) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #19-01, Concession Licenses for the Sale of Food, Ice Cream & Beverage Related Products at Designated City Owned Street Ends on Tuesday, March 25, 2019 and one (1) bid proposal was received per the attached Summary of Bid Proposals; and

WHEREAS, George J. Savastano, Business Administrator; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommend that licenses be awarded to Teoniko, LLC the highest responsible bidder; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #19-01, Concession Licenses for the Sale of Food, Ice Cream & Beverage Related Products at Designated City Owned Street Ends is hereby authorized to rebid Items #2, 2.8 - 2.10 and is hereby awarded to the following highest responsible bidder:

**Teoniko, LLC
282 Heather Croft
Egg Harbor Township, NJ 08234**

| <u>Item</u> | <u>Description</u> | <u>Number of Licenses</u> | <u>Per License Fee Annually</u> | <u>Total Amount Due Annually</u> |
|--|---|---------------------------|-------------------------------------|--------------------------------------|
| 1.0 | Motor Vehicles to Peddle & Vend Food Limited to Four (4) Licenses Motor Vehicle Licenses Annually | | | |
| 1.1-1.4 | Motor Vehicle Licenses (\$6,500.00 Minimum Bid Per License/Yr.) | 4 Each | \$ 11,100.00 | \$ 44,400.00 |
| Total Number & Amount Due Annually for Motor Vehicle Licenses Awarded Items #1.1-1.4 (4 Licenses) from Teoniko, LLC | | | | \$ 44,400.00 |
| 2.0 | Bicycle Carts to Peddle & Vend Food Products - Limited to Ten (10) Bicycle Licenses Annually | | | |
| 2.1-2.7 | Bicycle Cart Licenses #1-10 (\$1,500.00 Minimum Bid Per License/Yr.) | 7 Each | \$ 1,550.00 | \$ 10,850.00 |
| Total Number & Amount Due Annually for Bicycle Licenses Awarded Items #2.1-2.7 (7 Licenses) from Teoniko, LLC | | | | \$ 10,850.00 |
| Total Contract Amount for all Items | | | | \$ 55,250.00 |

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are authorized to issue licensees & formal contracts with Teoniko, LLC, 282 Heather Croft, Egg Harbor Township, NJ 08234 for a period of one (1) year beginning on January 1, 2019 and continuing through December 31, 2019 providing performance under this contract is satisfactory the contract may be extended an additional twenty-four (24) month time period but shall not exceed a maximum contract period of thirty-six (36) months per N.J.S.A. 40A:11-15 (22) for City Contract #19-01, Concession Licenses for the Sale of Food, Ice Cream & Beverage Related Products at Designated City Owned Street Ends, as listed and in accordance with the bid specifications and bid proposal form.

Peter V. Madden
Council President

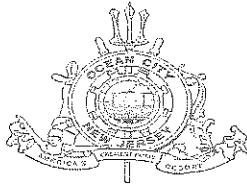
FILES: RAW 19-01 Concession Licenses.docx

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 | _____ | _____ | _____ | _____ |

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Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION SUMMARY OF BID PROPOSALS

Date Received: Tuesday, March 26, 2019 @ 2:00 PM EST
City Contract #: 19-01
Proposal Name: Concession Licenses for the Sale of Food, Ice Cream & Beverage
Related Products at Designated City Owned Street Ends

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

| Name, Address & Bid of Each Bidder | | TeoNiko, LLC | | | | | | | | | | | |
|--|--|-------------------------------|--------------------|------------------------|------------------------|--------------------|------------------------|------------------------|--------------------|------------------------|------------------------|--------------------|------------------------|
| | | 282 Heather Croft | | | | | | | | | | | |
| | | Egg Harbor Township, NJ 08234 | | | | | | | | | | | |
| | | Contact: Yulian Petranov | | | | | | | | | | | |
| | | P: 609.401.9152 | | | | | | | | | | | |
| | | E: jpetranov@gmail.com | | | | | | | | | | | |
| Key: | | Apparent Highest Bidder(s) | | | | | | | | | | | |
| | | Mathematical Error | | | | | | | | | | | |
| Item | Description | Number of Licenses Bid | Amount Per License | Total Annual Lease Fee | Number of Licenses Bid | Amount Per License | Total Annual Lease Fee | Number of Licenses Bid | Amount Per License | Total Annual Lease Fee | Number of Licenses Bid | Amount Per License | Total Annual Lease Fee |
| 1.0 | Motor Vehicles to Vend Food Products - Limited to Four (04) Motor Vehicle Licenses Annually | | | | | | | | | | | | |
| 1.1-1.4 | Motor Vehicle Licenses #1-4 (\$6,500.00 Minimum Bid per License per Year) | 4 | \$ 11,100.00 | \$ 44,400.00 | | \$ | | | \$ | | | \$ | |
| | TOTAL DOLLAR AMOUNT FOR ALL LICENSES BID FOR ITEM 1.0 | | | \$ 44,400.00 | | \$ | | | \$ | | | \$ | |
| 2.0 | Bicycle Carts to Peddle & Vend Food Products - Limited to Ten (10) Bicycle Licenses Annually | | | | | | | | | | | | |
| 2.1-2.10 | Bicycle Cart Licenses #1-10 (\$1,500.00 Minimum bid per License per Year) | 7 | \$ 1,550.00 | \$ 10,850.00 | | \$ | | | \$ | | | \$ | |
| | TOTAL DOLLAR AMOUNT FOR ALL LICENSES BID FOR ITEM 2.0 | | | \$ 10,850.00 | | \$ | | | \$ | | | \$ | |
| | TOTAL DOLLAR AMOUNT FOR LICENSES BID ITEMS 1.0 & 2.0 (Amount to be Paid to the City Annually by Licensee) | | | \$ 55,250.00 | | \$ | | | \$ | | | \$ | |
| | TOTAL NUMBER OF LICENSES BID ON OVERALL ITEMS 1.0 & 2.0 | | | 11 | | | | | | | | | |
| | TOTAL NUMBER OF LICENSES TO BE AWARDED: | | | 11 | | | | | | | | | |
| Required Information | | | | | | | | | | | | | |
| BID DEPOSIT/BOND: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| RIGHT-TO-EXTEND-TIME FOR AWARD: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| STATEMENT OF OWNERSHIP DISCLOSURE: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| NON-COLLISION AFFIDAVIT: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| NJ AFFIRMATIVE ACTION REGULATION COMPLIANCE NOTICE: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| ACKNOWLEDGMENT OF RECEIPT OF ADDENDA: | | YES/NO | None | | YES/NO | None | | YES/NO | None | | YES/NO | None | |
| DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT-2 PART FORM: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| STATEMENT OF AUTHORITY: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| REQUIRED CONTRACTUAL INFORMATION: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| W-9 FORM: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| NJ BUSINESS REGISTRATION CERTIFICATE (BRC): | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| NJ PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| NJ PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE FOR APPROVED SUBS: | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |
| REQUIRED NUMBER OF COPIES (3): | | YES/NO | Y | | YES/NO | | | YES/NO | | | YES/NO | | |

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

6

**AUTHORIZING THE AWARD OF A CONTRACT TO APONTE QUALITY PAINTING AND
WALLCOVERING, INC. FOR BASIC PAINTING & WALL REPAIRS AT
VARIOUS CITY BUILDINGS**

WHEREAS, the City of Ocean City's buildings require wall repairs and painting to maintain their optimal appearances; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have said services performed in order to maintain the appearance of the City's buildings for employees and the general public; 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, Aponte Quality Painting & Wallcovering, Inc. has performed wall repairs and painting in various buildings for the City of Ocean City in past years; and

WHEREAS, Joseph P. Berenato, Director of Public Works; Steven A Longo, Manager of Public Buildings & Grounds; 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 for wall covering and painting at various buildings and recommend that **Aponte Quality Painting & Wallcovering, Inc., 6036 Chestnut Street, Mays Landing, NJ 08330** be awarded an alternative non-advertised method of award contract for the wall repairs and painting of the City's buildings on as needed basis; and

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

WHEREAS, Aponte Quality Painting & Wallcovering, Inc. has submitted a Business Entity Disclosure Certification which certifies that Aponte Quality Painting & Wallcovering, 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 Aponte Quality Painting & Wallcovering, 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 method of award contract with Aponte Quality Painting & Wallcovering, Inc. be awarded as follows:

1. Wall Repair & Painting of Various City Buildings on an as needed basis in the calendar year 2019:

| | |
|--|---------------------|
| Expended to Date -1501 West Avenue..... | \$ 9,990.00 |
| Requisition Awaiting Approval - Public Safety Building | \$ 13,280.00 |
| Expenditure Total to Date | \$ 23,270.00 |

2. Wall Repair & Painting of Various City of Ocean City Buildings ongoing needs during the contract period 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 (BRC) 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 **Aponte Quality Painting & Wallcovering, Inc., 6036 Chestnut Street, Mays Landing, NJ 08330** wall repair and painting of various City of Ocean City buildings and in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to appropriate Account #'s as Purchase Orders are issued throughout the year. The estimated annual contract value is \$39,000.00 (Public Safety Building: \$13,280.00 - C-04-55-301-308).

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

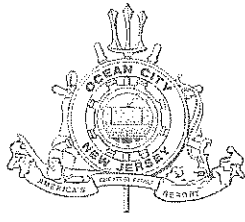
Files: RAW 19 Nonadvertised Aponte Painting.docx

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 | _____ | _____ | _____ | _____ |

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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: STEVEN LONGO, MANAGER
DATE: APRIL 2, 2019
RE: **AUTHORIZATION TO EXCEED PAY TO PLAY THRESHOLD-APONTE PAINTING**

Support is being sought to advance a resolution to City Council to exceed the NJ state pay-to-play disclosure law for the purpose of proceeding with planned painting projects at various City buildings.

Aponte Painting continues to provide painting contractor services at above acceptable standards thus the city's continued interest in using the company. Aponte will be used for interior painting work at the Public Safety building and the cost for this work in addition to previously authorized projects will exceed the states pay-to-play dollar threshold, thus the resolution support.

The necessary capital dollars to fund the painting projects are included in the current capital budget.

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

SL
C: J. Berenatto, PW Dir.

RESOLUTION

7

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY & CZAR ENGINEERING, LLC FOR THE OCEAN CITY AQUATIC & FITNESS CENTER POOL RENOVATIONS

WHEREAS, the City of Ocean City requires certain professional engineering services to provide construction management for the Ocean City Aquatic & Fitness Center Pool Renovations; 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, Czar Engineering, LLC has the required expertise and has performed these services for the City of Ocean City in the past; and

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

WHEREAS, George J. Savastano, P.E., City Engineer; Vincent Bekier, Director of Community Development; 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 the proposal and recommended that Czar Engineering, LLC, 5014 Fernwood Avenue, Egg Harbor Township, NJ 08234 be awarded an alternative non-advertised professional service contract for the construction management and engineering services for the Ocean City Aquatic & Fitness Center Pool Renovations; 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, Czar Engineering, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Czar Engineering, LLC has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one (1) year period, and that the contract will prohibit Czar Engineering, LLC from making any contributions through the term of the contract; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional service contract to **Czar Engineering, LLC, 5014 Fernwood Avenue, Egg Harbor Township, NJ 08234** for professional construction management and engineering services for the Ocean City Aquatic & Fitness Center Pool Renovations as follows:

General Conditions for Construction Management & Engineering Services:
Ocean City Aquatics & Fitness Center Pool Renovations

| <u>Item</u> | <u>Description</u> | <u>Amount</u> |
|-------------|--|---------------|
| 1. | During construction Czar Engineering, LLC shall advise and consult with the Client only to the extent permitted by the Client and by this document. | |
| 2. | Czar Engineering, LLC shall not have responsible control or charge of the construction means, methods, sequencing, site conditions, etc. | |
| 3. | Czar Engineering, LLC shall not be responsible for deficiencies in the performance of the Work or any potential safety precautions in conjunction with the Work. | |
| 4. | Czar Engineering, LLC's construction administration services commence with the Contract Award and end with the approval of the final payment to the Contractor. | |
| 5. | Czar Engineering, LLC shall review the Contractor's submittal schedule, submittals, product data and/or shop drawings and shall not unreasonably delay or withhold approval. Czar Engineering, LLC shall review submittals, product data and shop drawings for conformance with the information given and the design intent expressed in the Contract Documents. | |

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

**General Conditions for Construction Management & Engineering Services:
Ocean City Aquatics & Fitness Center Pool Renovations (Continued)**

| <u>Item</u> | <u>Description</u> | <u>Amount</u> |
|--------------------|---|----------------------|
| 6. | Czar Engineering, LLC will conduct construction phase services in accordance with the responsibilities & authority as outlined in AIA document A201 | |
| 7. | Submittals/RFI's <ol style="list-style-type: none">1. Coordinate Processing of all Submittals & RFI's2. Maintain Ongoing Master Log3. Applications for Payment4. Develop Schedule of Values with Contractor Input5. Process all Contractor Applications for Payments | |
| 8. | Change Orders <ol style="list-style-type: none">1. Coordinate Pricing for Change Orders, if any2. Evaluate for Cost Verification3. Submit to Client for Review4. Advise Client of Cost Impact to Control Estimate | |
| 9. | Control Estimate <ol style="list-style-type: none">1. Current Status/Critical Issues | |
| 10. | Site Project Administration <ol style="list-style-type: none">1. Review the status of the project on a regular basis2. Provide Observation Reports to Client noting the status of the project, manpower onsite, critical issues, inspections, etc. | |
| 11. | Project Closeout | |
| 12. | Upon Receipt of a Temporary Certificate of Occupancy from the General Contractor, Czar Engineering, LLC will compile a punch list inspection of the completed Work. The punch list inspection will identify those areas readily observable to Czar Engineering, LLC which may represent errors, omissions and/or other defects in the completed work which do not comply with the Contract Documents, applicable building codes and/or commonly accepted prudent construction practices in the judgment of Czar Engineering, LLC. | |
| 13. | Czar Engineering, LLC will work with the Client and Contractor in clarifying and resolving any outstanding Potential Change Orders, Change Orders and/or Construction Change Directives. | |
| 14. | Coordinate Contractor's closeout documents with contract requirements, including As Builts, Warranties, Attic Stock, Client Training, etc. | |
| 15. | Monthly Executive Reports to the Client <ol style="list-style-type: none">1. Project Narrative2. Schedule Update3. Budget Evaluation | |

**Total Amount of Czar Engineering, LLC for Ocean City Aquatic & Fitness Center
Pool Renovations is "not to exceed"**

\$ 10,000.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Czar Engineering, LLC – Ocean City Aquatic & Fitness Center Pool Renovations (Continued)

- 16. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a purchase order (PO) 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.
- 17. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for Czar Engineering, LLC has been submitted and shall be placed on file in the City’s Purchasing Division Office.
- 18. 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 Czar Engineering, LLC, 5014 Fernwood Avenue, Egg Harbor Township, NJ 08234 for professional construction management & engineering services as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Capital Account #C-04-55-306-206.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RPS 2019 Czar Engineering LLC-Pool Renovations.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

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

Memo

To: Joseph Clark, QPA, Purchasing Manager

From: Roger Rinck, Engineering Project Manager

CC:

Date: March 25, 2019

Re: Recommendation of Award

I have reviewed the qualifications and attached proposal from Czar Engineering, LLC to provide professional 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 hourly rates are comparable with other firms. The firm's local knowledge, inspection certification, close proximity, familiarity with the project and construction experience make them uniquely qualified. Their previous work has been generally acceptable and I have no objection with to Czar Engineering, LLC with a not to exceed amount of \$10,000.00 based on the provided proposal.

General Conditions of the Contract for Construction. Unless indicated otherwise herein.

- g. Submittals / RFI's
 - 1. Coordinate processing of all Submittals and RFI's
 - 2. Maintain ongoing master log
 - 3. Applications for Payment
 - 4. Develop Schedule of Values with contractor input
 - 5. Process all contractor Applications for Payments
 - h. Change Orders
 - 1. Coordinate pricing for Change Orders, if any.
 - 2. Evaluate for cost verification
 - 3. Submit to Client for review
 - 4. Advise Client of cost impact to control estimate
 - I. Control Estimate
 - 1. Current status / Critical issues
 - j. Site Project Administration
-

CZAR Engineering, L.L.C.

Lamont H. Czar, P.E.
5014 Fernwood Avenue
Egg Harbor Township, New Jersey 08234

Phone: (609) 653-9445
Fax: (609) 653-2015
www.czarengineering.com

March 25, 2019

Roger Rinck
Ocean City Public Works
115 E 12th Street
Ocean City, NJ 08226

RE: Swimming Pool Renovations
Ocean City Aquatic and Fitness Center
Ocean City, New Jersey

Dear Mr. Rinck

The firm of CZAR Engineering, LLC submits this proposal for the following professional services relative to the above referenced project.

The project consists of swimming pool renovations to the Ocean City Aquatic and Fitness Center in Ocean City, New Jersey. The project has just begun construction and all contract documents were prepared by the City.

We will provide:

- a. During construction Czar Engineering, LLC shall advise and consult with the Client only to the extent permitted by the Client and by this document.
- b. Czar Engineering, LLC shall not have responsible control or charge of the construction means, methods, sequencing, site conditions, etc.
- c. Czar Engineering, LLC shall not be responsible for deficiencies in the performance of the Work or any potential safety precautions in conjunction with the Work.
- d. Czar Engineering, LLC's construction administration services commence with the Contract Award and end with the approval of the final payment to the Contractor.
- e. Czar Engineering, LLC shall review the Contractor's submittal schedule, submittals, product data and/or shop drawings and shall not unreasonably delay or withhold approval. Czar Engineering, LLC shall review submittals, product data and shop drawings for conformance with the information given and the design intent expressed in the Contract Documents.
- f. Czar Engineering, LLC will conduct construction phase services in accordance with the responsibilities and authority as outlined in AIA document A201

Work will continue upon our receipt of a signed copy of this fee proposal. We will invoice monthly and/or at the completion of the work and expect payment in full within thirty days. If necessary, we will require all legal fees incurred to collect unpaid accounts be paid for by the client, including letters, telephone calls, and litigation or any other expense incurred as a result of the collection process. A service charge of 2% per month (24% per annum) will also be charged on all past due accounts.

This proposal is based on the attached contract provisions and these qualifiers:

1. To minimize billable time, all communications will be channeled through one designated representative of the Client unless otherwise authorized.
2. Client will provided access to areas of investigation for inspection.
3. In the event that following commencement of the work, previously unforeseen conditions are exposed which necessitate additional services by this firm, we expect to receive, after appropriate consultation with you, additional fees for such services based on our customary hourly rates.
4. Czar Engineering's work will be limited to work as described herein only. No other structure will be reviewed and we defer to the building contract documents for all other design information. If the Client, Owner, Contractor, or any other interested party are aware of deficiencies in the balance of the structure, it is incumbent upon them to notify Czar Engineering, LLC, in writing, and additional services would follow under separate contract. Otherwise, Czar Engineering, LLC and /or Lamont H. Czar, P.E. cannot and will not accept liability for deficiencies in the balance of the structure.

If you have any questions, please contact this office.

Sincerely,



lamont "butch" czar, p.e.

Enclosure

Accepted this _____ day of _____, 2019

By: _____

CZAR Engineering, L.L.C.

RATE SCHEDULE

Effective January 1, 2019

Basic Hourly Rates (Includes factor for Professional Liability Insurance):

| | |
|--------------------------|----------|
| Expert Witness Testimony | \$300.00 |
| Principal/Officer | \$210.00 |
| Project Manager | \$185.00 |
| Senior Engineer | \$170.00 |
| Engineer | \$145.00 |
| Engineering Associate | \$125.00 |
| Construction Coordinator | \$145.00 |
| Design Coordinator | \$125.00 |
| Senior Designer | \$100.00 |
| CAD Operator | \$85.00 |
| Clerical/Secretarial | \$55.00 |

Reimbursable Expenses:

SUBCONSULTANTS = cost x 1.25

Includes factor for bookkeeping/accounting, general coordination and inherent liability.

EXPENSES PASSED THRU = cost x 1.10

Includes factor for bookkeeping/accounting.

NOTE: In addition to the hourly rates listed above, a minimum fee of \$300 will be charged for postponed, or canceled on-call appearances at court, depositions, etc., for which we are not notified at least 72 hours in advance.

CZAR ENGINEERING, L.L.C.
CONTRACT PROVISIONS

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.
2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Czar Engineering, L.L.C. are instruments of Czar Engineering, L.L.C.'s service that shall remain Czar Engineering, L.L.C.'s property. The Client agrees not to use Czar Engineering, L.L.C.-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by Czar Engineering, L.L.C. without Czar Engineering, L.L.C.'s prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by Czar Engineering, L.L.C. will be at the Client's sole risk and without liability to Czar Engineering, L.L.C. or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Czar Engineering, L.L.C. from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by Czar Engineering, L.L.C. will entitle Czar Engineering, L.L.C. to further compensation at rates to be agreed upon by the Client and Czar Engineering, L.L.C..

4. **DISPOSAL OF SAMPLES** - Czar Engineering, L.L.C. will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** - The scope of Czar Engineering, L.L.C.'s services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION SERVICES** - When construction-phase services are included in the Agreement, Czar Engineering, L.L.C. will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

Czar Engineering, L.L.C. is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. Czar Engineering, L.L.C.'s evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. **STANDARD OF CARE** - Czar Engineering, L.L.C. and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. The Client agrees that services provided by Czar Engineering, L.L.C. will be rendered without any warranty, express or implied.

Czar Engineering, L.L.C. shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that Czar Engineering, L.L.C. has been engaged to provide technical professional services only, and that Czar Engineering, L.L.C. does not owe a fiduciary responsibility to the Client.

8. **OPINION OF PROBABLE COSTS** - When required as part of our work, Czar Engineering, L.L.C. will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Czar Engineering, L.L.C. hereunder will be made on the basis of Czar Engineering, L.L.C.'s experience and qualifications and will represent Czar Engineering, L.L.C.'s judgment as an experienced and qualified design professional. Czar Engineering, L.L.C. does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
9. **SUSPENSION OF WORK** - The Client may, at any time, by written notice, suspend further work by Czar Engineering, L.L.C.. The Client shall remain liable for, and shall promptly pay Czar Engineering, L.L.C. for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes Czar Engineering, L.L.C.'s work on the Project, Czar Engineering, L.L.C. and the Client shall renegotiate Czar Engineering, L.L.C.'s fee.

If payment of invoices by the Client is not maintained current, Czar Engineering, L.L.C. may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold Czar Engineering, L.L.C. harmless from any claim or liability resulting from such suspension.
10. **TERMINATION** - The Client or Czar Engineering, L.L.C. may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate Czar Engineering, L.L.C. for services performed prior to termination and for prior authorized commitments made by Czar Engineering, L.L.C. on the Client's behalf.
11. **CHANGES OR DELAYS** - Unless the accompanying Proposal provides otherwise, the proposed fees constitute Czar Engineering, L.L.C.'s estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.
12. **FORCE MAJEURE** - Czar Engineering, L.L.C. will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
13. **LIABILITY** - Czar Engineering, LLC and client each recognize the relative risks, rewards and benefits of the project to both the Client/Owner and Professional, the risks have been allocated so that the Client/Owner agrees to that to the fullest extent permitted by law, the total liability by Professional, its engineers and other personnel to the Client/Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement, from any cause of causes, shall be limited to \$25,000.00 or 1.5 times Professional's total fees for services rendered on this project whichever is greater. In no event shall Professional's liability exceed the available proceeds of Professional's insurance policy. Such causes included, but are not limited to Professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. This limitation of liability cost is included in this proposal as a part of Professional's basic fee unless otherwise noted. Upon the Owner's request, Professional shall endeavor to obtain additional insurance coverage which shall be incorporated as an additional direct reimbursable expense to the owner.

Czar Engineering, LLC may retain consultants as independent contractors to perform services under this Agreement, on behalf of the Client, and Czar Engineering, LLC shall rely on the accuracy of information

provided by said consultants. However, Czar Engineering, LLC shall not be responsible to the Client for loss allegedly arising from inaccuracies in documents or other information provided by consultants or Client.

14. **CONFLICTS OF INTEREST** - This assignment may presently or in the future involve parties with potentially adverse interests to those of Czar Engineering, L.L.C.'s existing or future clients ("Affected Parties" or "Affected Party"). Prior to Czar Engineering, L.L.C.'s acceptance of this assignment, Czar Engineering, L.L.C. will make reasonable attempts to identify any Affected Parties based on information Czar Engineering, L.L.C. has in its possession from the Client and any Affected Parties and Czar Engineering, L.L.C.'s search of its project and proposal databases. To the extent that Czar Engineering, L.L.C. identifies a relationship with an Affected Party, Czar Engineering, L.L.C. will inform the Client as to the identity of such parties. Client agrees to allow Czar Engineering, L.L.C. to release to any Affected Parties the fact of Czar Engineering, L.L.C.'s engagement by the Client and any other information required to evaluate any potential conflict.

Czar Engineering, L.L.C.'s ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to Czar Engineering, L.L.C. by the Client and any Affected Parties, and by Czar Engineering, L.L.C.'s limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of Czar Engineering, L.L.C.'s relationship with an Affected Party, and, provided such relationship with an Affected Party does not arise from Czar Engineering, L.L.C.'s willful disregard of a relationship with the Affected Party, Czar Engineering, L.L.C. shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between Czar Engineering, L.L.C. and an Affected Party. Czar Engineering, L.L.C. does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. Czar Engineering, L.L.C. disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against Czar Engineering, L.L.C. arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, Czar Engineering, L.L.C. will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. **INDEMNIFICATION** - Czar Engineering, L.L.C. shall, subject to the limitation of liability contained in Section 13, indemnify the Client for any loss or damage caused solely by the professional negligence of Czar Engineering, L.L.C. in performance of the services under this Agreement.

16. **MISCELLANEOUS**

Governing Law; The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

Czar Engineering, L.L.C. Reliance: Unless otherwise specifically indicated in writing, Czar Engineering, L.L.C. shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless Czar Engineering, L.L.C. from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with Czar Engineering, L.L.C.'s use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by Czar Engineering, L.L.C..

Certifications: Czar Engineering, L.L.C. shall not be required to sign any documents, no matter by whom requested, that would result in Czar Engineering, L.L.C.'s having to certify, guaranty, or warrant the existence of conditions that Czar Engineering, L.L.C. cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse Czar Engineering, L.L.C. for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by Czar Engineering, L.L.C., in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on Czar Engineering, L.L.C.'s net income. Client shall promptly pay Czar Engineering, L.L.C. for any Taxes actually paid by Czar Engineering, L.L.C. on behalf of Client, or which are required to be collected or paid by Czar Engineering, L.L.C.. Czar Engineering, L.L.C. may bill Client separately for such Taxes.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Engineer.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

8

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE
CITY OF OCEAN CITY & MCLEES ARCHITECTURE, LLC FOR ADDITIONS & ALTERATIONS
TO THE CIVIC CENTER**

WHEREAS, the City of Ocean City requires certain professional architectural & structural engineering services for the additions & alterations to the Civic Center; and

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

WHEREAS, McLees Architecture, LLC, has the required expertise and has performed these services for the City of Ocean City in past years; 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., City Engineer; Vincent Bekier, Director of Community Development; 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 recommended that McLees Architecture, LLC, 5 MacArthur, Blvd., Somers Point, NJ 08244 be awarded an alternative non-advertised professional service contract for the additions & alterations conceptual design for the Civic Center; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional service contract to **McLees Architecture, LLC, 5 MacArthur, Blvd., Somers Point, NJ 08244** for professional architectural & structural engineering services for the additions & alterations conceptual design phase to the Civic Center as follows:

Civic Center Improvements – Conceptual Design Services

| <u>Discipline</u> | <u>Schematic Design</u> | <u>Design Development</u> | <u>Construction Documents</u> | <u>Bidding & Construction Administration</u> | <u>Subtotal</u> |
|--|-----------------------------|-------------------------------|-----------------------------------|--|---------------------|
| Architecture | \$ 2,500.00 | \$ 2,500.00 | \$18,500.00 | \$ 3,500.00 | \$ 27,000.00 |
| Geotechnical | \$ 3,500.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 3,500.00 |
| Structural | | | | | |
| Engineering | \$ 1,500.00 | \$ 2,500.00 | \$ 8,500.00 | \$ 1,500.00 | \$ 14,000.00 |
| Mech, Plumbing & Electrical | | | | | |
| Engineering | <u>\$ 1,500.00</u> | <u>\$ 2,000.00</u> | <u>\$17,500.00</u> | <u>\$ 7,000.00</u> | \$ 28,000.00 |
| Category Totals: | \$ 9,000.00 | \$ 7,000.00 | \$44,500.00 | \$12,000.00 | \$ 72,500.00 |
| Reimbursable Allowance | | | | | <u>\$ 3,000.00</u> |
| Total Amount for the Civic Center Improvements-Conceptual Design Services | | | | | \$ 75,500.00 |

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

- 1. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a purchase order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a purchase order (PO) for said services.
- 2. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for McLees Architecture, LLC, has been submitted and shall be placed on file in the City’s Purchasing Division Office.
- 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.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with McLees Architecture, LLC, 5 MacArthur, Blvd., Somers Point, NJ 08244 for professional architectural, structural engineering & conceptual design services for improvements to the Civic Center as listed and in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are available and shall be charged to the following Capital Account #C-04-55-306-108.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RPS 2019 McLees Architecture LLC-Civic Center.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



ADMINISTRATION

CITY OF OCEAN CITY

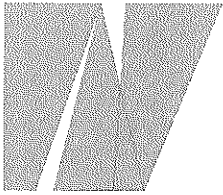
AMERICA'S GREATEST FAMILY RESORT

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

Memo

To: Joseph Clark, QPA, Purchasing Manager
From: Roger Rinck, Engineering Project Manager
CC:
Date: April 4, 2019
Re: Recommendation of Award

I have reviewed the qualifications and hourly rates of William McLees Architecture 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 hourly rates are comparable with other firms. The firm's local knowledge, familiarity with the Civic Center and design experience make them very 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 William McLees Architecture based on the attached proposal.



william mclees
architecture

February 5, 2019

Mr. Roger Rinck
Project Manager
City of Ocean City
115 12th Street
Ocean City, NJ 08226
rrinck@ocnj.us

**RE: PROPOSAL FOR ARCHITECTURAL SERVICES
Civic Center Addition & Alterations**

Dear Roger:

Enclosed please find our comprehensive design services proposal for the continued design of the above mentioned alterations and addition to the City's Civic Center building located on 6th Street at the Boardwalk. The following includes design services continuing from the concept phase, currently being finalized, through construction completion.

The following proposal outlines design services we feel would best suit your needs at the property in the pursuit of the evolving goals outlined in the Concept Design phase. The proposal is structured as a fixed fee proposal, with a more detailed scope of work outlined herein. Work is scheduled to begin immediately upon your notice to proceed. Should you have any questions, please do not hesitate to contact me. I look forward to working with you once again.

Regards,

William C. McLees, AIA, LEED AP

principal
william mclees architecture

1. Project Summary & Scope of Work

The project scope generally includes the design of an addition and alterations to the existing Civic Center building, further developing and documenting the improvements delineated in the attached concept phase design solution.

2. Professional Services

2.1. Schematic Design

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

Based on the project information as provided by the Owner, the Architect will prepare and submit for Owner's review a preliminary project design solution, illustrating the scale and relationship of the project components.

Based on the Owner's comments and input, the Architect shall prepare schematic design documents of the project solution, including (as may be applicable), floor plans, elevations and sections as the Architect deems appropriate to convey the design solution.

Space allocations will be identified and located in the project design solution.

Preliminary Building Systems will be integrated into the architectural design solution, as designed by the Owner's engineers.

Materials and building components will be selected and documented within the plans.

An outline specification will be prepared for the project for the Owner's review.

At the completion of Schematic Design the Architect will coordinate with the City Solicitor to make a courtesy appearance before the Planning Board to gain public feedback on the proposed improvements.

2.2. Design Development

Upon Owner Approval of the Schematic Design set, the Architect will proceed with design development documents.

Space allocations will be identified and located in the project design solution.

Reflected ceiling plans will be developed to convey the nature and type of ceiling systems in each area.

Interior design solutions will be explored for units and common areas for review by Owner via interior finish board presentations.

Building Systems will be integrated into the architectural design solution for structural frame, mechanical systems, plumbing systems and electrical systems.

Materials and building components will be selected and documented within the plans.

An outline specifications will be prepared for the project for the Owner's review.

At the completion of the design development phase, the design development set, outline specifications and Architect's budget for the Cost of the Work will be submitted to the owner for review and approval.

2.3. Construction Documents

Upon Owner approval of the Design Development set, the Architect shall prepare the construction documents for the work. These documents shall illustrate and describe the further development of the design drawings and shall consist of drawings and specifications setting forth in detail the quality levels of materials, systems and other requirements for the construction of the project scope.

The architect shall incorporate laws, codes and regulations having jurisdiction into the construction documents.

The Owner and Architect acknowledge that in order to complete the work, the Contractor will be required to provide additional information, such as project data, submittals and shop drawings submitted for the Architect's approval.

2.4. Bidding & Construction Administration

During construction the Architect shall advise and consult with the Owner only to the extent permitted by the Owner and by this document.

The Architect shall not have responsible control or charge of the construction means, methods, sequencing, site conditions, etc.

The Architect shall not be responsible for deficiencies in the performance of the Work or any potential safety precautions in conjunction with the Work.

TIMING The Architect's construction administration services commence with the Contract Award and end with the approval of the final payment to the Contractor.

SUBMITTALS The Architect shall review the Contractor's submittal schedule, submittals, product data and/or shop drawings and shall not unreasonably delay or withhold approval. The architect shall review submittals, product data and shop drawings for conformance with the information given and the design intent expressed in the Contract Documents.

The Architect will conduct construction phase services in accordance with the responsibilities and authority as outlined in AIA document A201 General Conditions of the Contract for Construction. Unless indicated otherwise herein.

2.5. Project Closeout

Upon Receipt of a Temporary Certificate of Occupancy from the General Contractor, the Architect will compile a punchlist inspection of the completed Work. The punchlist inspection will identify those areas readily observable to the Architect which may represent errors, omissions and/or other defects in the completed Work which do not comply with the Contract Documents, applicable building codes and/or commonly accepted prudent construction practices in the judgment of the Architect.

The Architect will work with the Owner and Contractor in clarifying and resolving any outstanding Potential Change Orders, Change Orders and/or Construction Change Directives.

3. Compensation, Terms & Conditions

3.1. Fee Schedule

For the above mentioned scope of work, we respectfully submit a phased fixed fee as follows:

| FEE SCHEDULE | | | | | |
|---|------------------|--------------------|------------------------|---------------------------------------|-----------------|
| DISCIPLINE | SCHEMATIC DESIGN | DESIGN DEVELOPMENT | CONSTRUCTION DOCUMENTS | BIDDING & CONSTRUCTION ADMINISTRATION | SUBTOTAL |
| ARCHITECTURE | \$2,500 | \$2,500 | \$18,500 | \$3,500 | \$27,000 |
| GEOTECHNICAL | \$3,500 | \$0 | \$0 | \$0 | \$3,500 |
| STRUCTURAL ENGINEERING | \$1,500 | \$2,500 | \$8,500 | \$1,500 | \$14,000 |
| MECH, PLUMBING & ELECTRICAL ENGINEERING | \$1,500 | \$2,000 | \$17,500 | \$7,000 | \$28,000 |
| | \$9,000 | \$7,000 | \$44,500 | \$12,000 | |
| TOTAL FEE | | | | | \$72,500 |
| REIMBURSABLES ALLOWANCE | | | | | 3,000 |

3.2. Reimbursable Expenses

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

- Printing and Postage costs
- Photocopies
- Travel Expenses including airfare, mileage, tolls, parking and lodging

3.3. Terms & Conditions

3.3.1. This proposal is non-transferable and is valid for 45 calendar days from the date of the proposal. Once expired, **william mclees** architecture reserves the right to revise the proposal accordingly to reflect changing staffing and schedule demands.

3.3.2. Unless indicated otherwise in this proposal, design services shall commence within (5) days after receipt of: An original signed copy of this proposal or a Written Notice to Proceed, AND a check in the amount of the retainer noted above.

3.3.3. Unless indicated otherwise in this proposal, payments shall be invoiced monthly through the course of the Work. Payment on invoices shall be due upon receipt

of the invoice. Invoices in excess of 30 days may be subject to a late penalty of 1½% per month, or a maximum of 18% per annum.

3.3.4. The Architect reserves the right to cease services for lack of payment for accounts in excess of 90 days, with (5) days prior written notice to the Owner.

3.3.5. Either party may terminate this Agreement with (5) days prior notice. Architect shall be due payment for all services and reimbursable expenses complete or in progress up to and including the date of termination. The Architect reserves the right to withhold the products of services related to this Agreement until receipt of final payment.

3.3.6. Any areas of Work requested by the Owner which are not included in this proposal. If such Work is requested by the Owner, The Architect will identify the Work to the Owner and prepare a proposal for services for Owner approval prior to commencement of the Additional Services.

3.3.7. Owner and Architect acknowledge that project timing as represented herein is preliminary and approximate in nature and may materially change during the course of the project development.

3.4. Exceptions

The following items and services are excluded from this proposal:

- Structural Design has been excluded. If required, this work will be completed under separate agreement.
- Planning Board/Zoning Board submission, appearance & testimony has been excluded.
- Construction Administration shall be invoiced hourly in addition to the base fee noted herein.
- Kitchen Equipment design/specification, including hood & make up air units
- Land Surveying
- Site/Civil design and engineering
- Structural Engineering
- Low voltage system design and specification
- Critical Path sequencing and scheduling
- Construction cost estimating
- The Architect is not responsible for additional work associated with modifications to plans as a result of rejection of any variances or variations.
- Hazardous materials investigation and/or removal.
- Hydraulically designed or calculated fire suppression systems.
- Operating/lifecycle cost analysis
- Value-Engineering plan revisions after completion of construction documents.

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

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

RESOLUTION

9

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF OCEAN CITY & MICHAEL CALAFATI ARCHITECT, LLC FOR DESIGN &
CONSTRUCTION ADMINISTRATION FOR THE INSTALLATION OF FIRE BARRIERS &
RELATED SERVICES TO ABATE NJ DCA, DIVISION OF FIRE SAFETY VIOLATIONS
AT HISTORIC CITY HALL

WHEREAS, the City of Ocean City requires certain professional historic design services for the City of Ocean City's City Hall to maintain the buildings historic value and fulfill necessary updates to federal, state & local codes; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have said historic professional design services; and

WHEREAS, Michael Calafati Architect, LLC has the required expertise and has agreed to prepare design plans, construction documents and construction management for the historic City Hall; and

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

WHEREAS, George J. Savastano, Business Administrator; Vincent Bekier, Director of Community Development; Joseph P. Berenato, Director of Public Works; Steven M. Longo, Manager of Public Buildings; 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 with **Michael Calafati Architect, LLC, 510 Bank Street, PO Box 2363, Cape May, New Jersey 08204** for design & construction management for compliance of the City of Ocean City's historic City Hall with federal, state & local codes; 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, Michael Calafati Architect, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Michael Calafati Architect, LLC has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one (1) year period, and that the contract will prohibit Michael Calafati Architect, LLC from making any contributions through the term of the contract; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional service contract to **Michael Calafati Architect, LLC, 510 Bank Street, PO Box 2363, Cape May, New Jersey 08204** for professional historic design, construction documents and administration to address the compliance issues for the City of Ocean City's Historic City Hall as follows:

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Amount</u> |
|-------------|--|--------------|---------------|
| | | MCA | CEG |
| 1. | Survey, Design through Construction Documents | \$ 15,000.00 | \$ 4,500.00 |
| 2. | NJ HPO Application for Project Authorization | \$ 3,500.00 | \$ 0.00 |
| 3. | Bid Period/Review Proposals from Prospective Contractors | \$ 1,500.00 | \$ 0.00 |
| 4. | Construction Administration | \$ 8,500.00 | \$ 2,500.00 |
| 5. | Project Related Reimbursable Expenses | \$ 500.00 | \$ 0.00 |
| | Sub-Totals | \$ 29,000.00 | \$ 7,000.00 |

Total Amount of Design & Construction Management Services for the
Installation of Fire Barriers & Related Services to Abate NJ DCA Division
of Fire Safety Violations at the City of Ocean City's Historic City Hall \$ 36,000.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Michael Calafati Architect, LLC (Continued)

Hourly Rate Schedules

MCA-2019-2020 Hourly Rates

| | | | |
|-----------------------------------|----------|----|--------|
| Register Architect/Firm Principal | Per Hour | \$ | 185.00 |
| Senior Designer/Intern Architect | Per Hour | \$ | 105.00 |
| Designer/Architectural Designer | Per Hour | \$ | 95.00 |
| Administrator | Per Hour | \$ | 65.00 |

Concord Engineering's 2019-20 Hourly Rates (MCA Sub contractor)

| | | | |
|-----------------|----------|----|--------|
| Senior Engineer | Per Hour | \$ | 209.00 |
| Engineer I | Per Hour | \$ | 125.00 |
| Senior Designer | Per Hour | \$ | 163.00 |
| Designer | Per Hour | \$ | 112.00 |

6. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a purchase order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a purchase order for said service.
7. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for Michael Calafati Architect, LLC has been submitted and shall be placed on file in the City's Purchasing Division Office.
8. 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 Michael Calafati Architect, LLC, 510 Bank Street, PO Box 2363, Cape May, New Jersey 08204 beginning on April 15, 2019 and continuing through the end of the Project for professional historic design, construction documents and contract administration for the Ocean City Historical City Hall fire barriers & related services to abate NJ DCA, Division of Fire Safety violations 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-04-55-301-301.

CERTIFICATION OF FUNDS


Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2019

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

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



Michael Calafati Architect, LLC

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

April 1, 2019

Steven Longo, Manager
Department of Public Works
City of Ocean City
115 East 12th Street
Ocean City, NJ 08226

Re: *Professional Services Proposal for Ocean City City Hall
Installation of Fire Barriers and Related Services to Abate
NJ DCA Division of Fire Safety Violations*

Dear Steven:

Herein please find this firm's proposal for the above captioned project at Ocean City City Hall. Though best known as a beach resort, the city boasts a City Hall that exudes the sophistication and grandeur of public buildings erected during the City Beautiful movement of the early-twentieth century. Built in 1914 and employing an elaborate use of Roman brick and terra cotta, City Hall was designed by Vivian Smith, a leading architect for numerous southern New Jersey coastal communities.

Because of the building's importance to the region and state for excellence in Classical Revival architecture and because so much of the building's original features are intact 100 years after it was built, the compatibility of new features in terms of design should be first considerations. Moreover, as a building owned by the public that is listed on the New Jersey and National Registers of Historic Places, any undertaking, including the replication of original features, is a reviewable act. Because it is the administrative agency for such alterations, the New Jersey Historic Preservation Office (NJ HPO) will share review authority over this project with the New Jersey Division of Fire Safety (NJ DFS).

A. Project Objectives

Summary

In conjunction with Concord Engineering Group, Inc. (CEG) as our subconsultant, Michael Calafati Architect, LLC (MCA) will develop a Bid Package consisting of Technical Specifications and Drawings to design a minimum 30-minute fire barrier at the 2nd and 3rd floor levels of City Hall to protect the existing open central interior stairway to address the Notice of Violation dated 07/26/18, specifically item ID 3833082 in the violations dated July 26, 2018.

The proposed project would add two sets of pairs of doors at the 2nd and 3rd floors (4 locations total, 2 per floor). The doors would be designed to harmonize with the existing building features in terms of detailing, selection of materials, and finishes. The doors themselves would be kept in the open position at all times in order not to impede foot traffic and avoid the need for the re-

design of the HVAC system. The doors would be kept open by means of magnetic devices that would release if triggered by a fire alarm pull box or smoke/heat detector.

CEG would serve as the project's engineer to specify and design the magnetic hold-open devices and interconnect them with the existing fire alarm system. We anticipate that the proposed solution, moreover, wouldn't require the moving of existing doorways. While certain devices, ceiling tiles and vent locations would be subject to some re-positioning, the impact on existing features and historic finishes would be minimized. For example, the doors on the 2nd floor offices that flank the access to the exterior stairway to Asbury Avenue (to Joseph Clark's and Doug Bergen's offices, respectively) would remain in their current position. However, these doors too would receive (be retrofitted) with hardware and hold-open devices that would make them close if/when an alarm triggers. Additionally, as suggested by the Division of Fire Safety's representatives at our meeting of October 29, 2018, the glazing at the transoms and doors at these locations may require translucent over-panels at the interior face so that they meet the minimum fire rating.

The Bid Package would be prepared in conformance with the requirements of The Secretary of the Interior's Standards for the Treatment of Historic Properties, as they pertain to Rehabilitation as a treatment.

B. Project's Scope of Work

Contract Documents

The scope of professional services for this project will include the collection of field data (measurements and photographs) and the preparation of a Bid Package consisting of the Technical Specifications/Project Manual and Architectural and Engineering Drawings to execute the installation of the fire barriers and related work as outlined above.

Based on the applicable portions of the CSI's 50-Division format, the scope of this project would include the following:

01-GENERAL CONDITIONS/ FACILITIES/ TEMPORARY CONTROLS

- Temporary Facilities, Controls and Protection: All typical aspects for a project of this type.

02-SITEWORK

- Selective Demolition: Workmanlike removal of existing features.
- Selective Relocation: Workmanlike relocation of existing features and furnishings, especially the two benches at the Second Floor Level (to a location directed by the City).

06-CARPENTRY

- Rough Carpentry: Interior framing at door locations up to original ceiling line.
- Finish Carpentry: Architectural millwork, including interior casings and trim, replicated and/or restored as necessary.

07-THERMAL/MOISTURE PROTECTION

- Sealants: Caulking around perimeters.

08-DOORS AND WINDOWS

- New Wood Doors: Custom fabricated doors to replicate the interior feature of City Hall, complete with glazing, sidelights and transoms.
- Existing Wood Doors: Retrofit the interior faces of existing interior doors and transoms to the NJ DFS's requirements.

09-FINISHES

- Painting: Touch up painting only required where disturbed by the installation of work described herein.
- Stain: New wood components will be stained to match the original corresponding wood elements.
- Hung Acoustical Ceiling Tiles: The existing installation would be modified to suit the new barriers. The fire-rating requirement will require that the barriers are secure and tight against the original ceiling and, therefore, extend above the current hung ceiling.

23-HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

- HVAC: Vents within the Scope of Work Area will be relocated only insofar as required to allow the installation of new doors. No other HVAC work is included.

28-ELECTRONIC SAFETY AND SECURITY

- New Device and Alarm Interconnect: Doors within the Scope of Work Area will be held open by means of a magnetic device that keeps doors in the open position until triggered by a fire alarm pull box or smoke/heat detector.

Application for Project Authorization

Upon completion of the bid package, the New Jersey Historic Preservation Office will require the preparation, submission and approval of this application prior to the start of work. [The form may be downloaded by visiting: www.nj.gov/dep/hpo/2protection/sr_revapp_min.pdf] The review itself process will take a minimum of 45 days from the date of submission.

Bid Period and Receiving Proposals from Prospective Contractors

Once approval from the NJ HPO has been obtained and with the bid package in hand, the City of Ocean City would be able to begin the Bid Phase. MCA's services under this phase would also entail:

- Meeting with bidders on site to conduct a pre-bid walkthrough (approximately one week after the bid package has been released).
- Answering all bidders' questions and issuing Addenda and RFIs during the bid period as required.
- Reviewing and evaluating contractors' bid proposals and qualifications, including preparation of a written analysis and recommendation for contract award.

Construction Administration

Construction duration is anticipated to be no longer than 3 months and the proposed services are predicated on this duration time. During construction administration MCA will review work on site 4 times (calculated at one standing site visit/job meeting every month plus one final

punchlist completion meeting). In addition the contractor will be required to submit information on proposed materials and shop drawings for all work to be installed. MCA emphasizes the need to carefully monitor the work to insure that workmanship is maintained, so that the project is kept within budget and that it remains on schedule. Field conditions and changes are part of doing restoration work as there are inevitably concealed conditions that require on site review and design solutions. MCA will work closely with the client and contractor to resolve issues and move the project forward during construction.

The scope of professional services under this phase would include administration of the contract between the Owner and Contractor, the completion of site visits and regular project meetings with meeting minutes, addressing field conditions as they arise, the review applications for payment and change orders, the review and approval of shop drawings, mock-ups and other submittals and participation in the project's close out and preparation of a punchlist.

C. Proposed Project Schedule

The following assuming that an agreement for services is fully executed by May 1, 2019.

| BID PACKAGE | |
|--|--------------------|
| Signed Contract | By May 1, 2019 |
| Begin Construction Documents | May 15, 2019 |
| Submission of 80% Construction Documents | June 5, 2019 |
| Client Review and Approval of 80% Construction Documents | June 15, 2019 |
| Final Construction Documents Ready | June 29, 2019 |
| NJ HPO APPLICATION FOR PROJECT AUTHORIZATION | |
| Application submitted to the NJ HPO for Review/Approval | June 30, 2019 |
| Approval Received (Minimum 45 day review period) | August 15, 2019 |
| CONSTRUCTION ADMINISTRATION | |
| Bid Packages released to Prospective Bidders | August 16, 2019 |
| Bids Received/Reviewed | September 15, 2019 |
| CONSTRUCTION ADMINISTRATION | |
| Contract signed and work begins | October 1, 2019 |
| Construction completed | December 1, 2019 |
| Punchlist/Project Close Out | December 31, 2019 |

D. Fee Proposal

Overview

The fee below is an all inclusive fee under one contract with MCA:

| | MCA | CEG |
|--|----------|-----------------|
| Survey, Design through Construction Documents | \$15,000 | \$4,500 |
| NJ HPO Application for Project Authorization | \$3,500 | |
| Bid Period/Review Proposals from Prospective Contractors | \$1,500 | |
| Construction Administration | \$8,500 | \$2,500 |
| Project Related Reimbursable Expenses | \$500 | |
| Sub-Totals | \$29,000 | \$7,000 |
| Total Fee | | \$36,000 |

Assumptions and Preferences

MCA submits this proposal for services with the following assumptions and preferences:

1. Unless modified herein, all aspects of the project shall be governed by standard AIA Document procedures for professional services. This shall include the use of AIA Document B104-2017 as the Owner-Architect form of agreement or a form of Agreement consistent with this standard document.
2. The treatment and handling of mold, asbestos or any other hazardous materials is not included.
3. Engineering services beyond those specifically listed herein are not anticipated and, therefore, are not included.
4. The current layout of the interior and its finishes would not change beyond the Scope of Work Area.
5. In order to contain project construction costs and limit project complexity, the design intent is such that the doors to be installed at the hallway (4 pairs) shall remain in the open position at all times. This would avoid the need for a re-assessment and/or a re-design of the HVAC system. [Note: Minor relocation of ducts and vents and related devices would be included to accomplish the installation.]
6. Existing tie-ins (electrical circuits, alarm wiring, controls, etc.) within City Hall are in good condition and are readily adaptable to accomplish this project.
7. The DFS and the local Construction Code Office will accept a 20-minute rated door as equivalent to a 30-minute rated door for the purpose of abating Violation ID 3833082.
8. The City will furnish its *Owner's Requirements* (aka "the front-end" or "boiler-plate") to MCA in electronic format for inclusion in the Project Manual in ready-to-use condition (with no editing required).
9. Bid documents will be released to prospective bidders via email only as PDF files.
10. Services for this project would not extend beyond December 31, 2019.
11. This proposal only allows for a lump sum construction project, limited to one bid round by qualified contractors.
12. Construction Administration services are limited to the stated period. Any extension in this time period will be charged at prevailing hourly rates. To protect the City from this additional fee, the project specifications will make the bidders aware that time in excess of the construction period will be back-charged (known as *liquidated damages*).
13. Invoices are submitted at the beginning of each month for work expended in the previous month and are due within 30 days. Invoices received after the due date will be charged 1.5% interest on outstanding invoices for any month or part thereof.
14. Services beyond the scope of work in this proposal shall be invoiced at the regular prevailing

hourly rates upon written authorization.

15. All regulatory reviews and meetings beyond those already indicated herein are excluded.
16. Approvals from the New Jersey Historic Trust would not be required, as the easement term for work executed on the building's exterior with funds from their grants awarded in 1995 and 1996 have ended and/or because such review would be redundant with that of the NJ HPO.
17. MCA's 2019-20 Schedule of Hourly Rates are (applicable to additional services):

| | |
|---|-------------------|
| Registered Architect/Firm Principal: Michael Calafati | \$185.00 per hour |
| Senior Designer/Intern Architect | \$105.00 per hour |
| Designer/Architectural Designer | \$95.00 per hour |
| Administrator | \$65.00 per hour |

18. Concord Engineering's 2019-20 Schedule of Hourly Rates are (applicable to additional services):

| | |
|-----------------|-------------------|
| Senior Engineer | \$209.00 per hour |
| Engineer I | \$125.00 per hour |
| Senior Designer | \$163.00 per hour |
| Designer | \$112.00 per hour |

Additional Terms and Conditions

- A. This Agreement shall be governed by the Law of the State of New Jersey. Any litigation arising from this Agreement shall be venued in the Superior Court of New Jersey, Cape May County.
- B. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations and/or statutes of repose shall commence to run not later than the date of substantial completion of the Project.
- C. The Architect and Client waive consequential damages for claims, disputes and other matters in question arising out of or relating to this Agreement. To the extent any damages are covered by property insurance during construction, or afterwards, the Client and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Client and the Architect, as appropriate, shall require of the contractors, sub-consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- D. The Client and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor the Architect shall assign this Agreement without the written consent of the other, except that the Client may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Client's rights and obligations under this Agreement, including full payment of all sums due for services rendered. The Architect shall only execute consents reasonably required to facilitate such assignment.

- E. Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service to be used solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights including copyright.
Upon execution of the Agreement, the Architect grants to the Client a non-exclusive license to reproduce the Architect's Instruments of Service solely for the purposes of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums due under this Agreement. The Client shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to any other party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Architect and the Architect's consultants, and the Client shall defend and indemnify the Architect against any claim and damages arising from such unauthorized use.
- F. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Architect.
- G. Client and Architect recognize the risks, rewards and benefits of the Project and agree that, to the fullest extent permitted by law, the total liability, in the aggregate, of the Architect, its consultants and their agents, servants and/or employees, for all injuries, claimed, including damages to the Project itself (losses, expenses or claims whatsoever related to services provided by the Architect or its consultants under this Agreement, including but not limited to negligence, errors or omissions, strict liability, breach of contract or any claim whatsoever) shall not exceed the lesser amount of either five times the fees paid or due the Architect under this Agreement, or the total amount of any available professional liability insurance for the Architect at the time that the claim is resolved either by settlement, arbitration award or final judgment.
- H. The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Client agrees to make the project reasonably available to Architect to obtain such representations.
- I. In the event that the services provided by the Architect are for renovations and/or addition to an existing structure, then certain assumptions are required regarding hidden existing conditions which otherwise cannot be verified without Owner electing to spend additional sums of money and/or destroying portions of the building. Therefore, the Architect shall not be responsible for damages or additional costs which arise out of hidden conditions.
- J. The Architect and the Architect's consultants have no responsibility for the identification, discovery, presence, handling, removal of, or exposure to hazardous materials of any type (including mold) at the project site or in the existing building.
- K. Final sealed sets of plans shall be released, in Architect's discretion, upon receipt of all fees as outlined above. Architect shall not be responsible or liable for any delays or damages due to failure to make payment as outlined above. Amounts unpaid, 30 days after the invoice date, shall bear interest at the rate of one and one-half percent per month. Nothing in this Agreement prevents the Architect from invoicing and recovering fees and expenses for the value of services completed at the time the project or services were either suspended, halted or discontinued, or the project or this Agreement terminated at the option of either party. In the event the Architect institutes collection procedures and/or litigation arising from or

related to the collection of payments, it will be entitled to recover all expenses of collection and/or litigation including but not limited to court costs, reasonable attorney's fees, and staff time expended for court appearances and depositions.

- L. The Architect will not be responsible for the Client's inability to construct the project due to site conditions unknown to Architect or due to zoning restrictions.
- M. The Architect shall be responsible for the Architect's negligent acts or omission and those of consultants retained by the Architect, but the Architect shall not have control over or charge of and shall not be responsible for the acts or omissions of the Owner and/or any Builder or Contractor, subcontractors, consultants or their agents or employees, or of any other persons or entities performing portions of the Work.
- N. The Owner shall require the contractor(s) hired for the project to maintain general liability insurance (including coverage for premises, personal injury, property damage, completed operations, and contractual liability) naming Owner, and Architect and its consultants, as additional insureds.
- O. The Architect's services shall be performed in a manner as is consistent with the professional skill and care exercised by similarly located architects performing similar services under the same or similar circumstances. Architect makes no warranties, express or implied, regarding services provided under this agreement.

If you agree with the proposed services, I request that an authorized representative of the City sign a copy of this letter and return it to me. Doing so would be my indication to prepare a formal agreement using *AIA Document B104-2017 Standard Abbreviated Form of Agreement Between Owner and Architect* as its basis.

Please do not hesitate to contact me if you have any questions. I very much look forward to working with you on this project.

Sincerely,



Michael Calafati, AIA, LEED AP
Principal, Michael Calafati Architect, LLC

cc: Joseph Berenato, Director of Public Works, City of Ocean City
Joseph S. Clark, City Purchasing Manager, City of Ocean City
Christine D. Gundersen, Manager of Capital Planning, City of Ocean City
Project File

ACCEPTED BY THE CITY OF OCEAN CITY:

| | |
|------------------|---------------------|
| | |
| <i>signature</i> | <i>printed name</i> |
| <i>title</i> | <i>date</i> |

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

10

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE
CITY OF OCEAN CITY & ECONSULT SOLUTIONS, INC. (ESI) FOR
TOURISM ADVISORY SERVICES**

WHEREAS, the City of Ocean City requires certain professional analysis to maintain a viable tourism market and continue “America Greatest Family Resort” for future generations; and

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

WHEREAS, Econsult Solutions, Inc. (ESI) has the required expertise and has performed these services for with in the Tri-State area; 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, Business Administrator; Michael Vincent Bekier, Director of Community Development; Michael J. Allegretto, Director of Community Services; 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 Econsult Solutions, Inc. (ESI), 1435 Walnut Street, 4th Floor, Philadelphia, PA 19102 be awarded an alternative non-advertised professional service contract for tourism advisory services 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

WHEREAS, Econsult Solutions, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Econsult Solutions, Inc. 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 Econsult Solutions, Inc. from making any contributions through the term of the contract; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional service contract to **Econsult Solutions, Inc. (ESI), 1435 Walnut Street, 4th Floor, Philadelphia, PA 19102** for professional tourism advisory services for the City of Ocean City as follows:

1. Kickoff Presentation & Stakeholders Engagement Session
2. Kickoff Meetings & Stakeholders Group Sessions
3. Working Sessions Preparation
4. Working Session: Brand Promotion
5. Working Session: Public Comment
6. Draft Vision Statement with Strategies & Tactics
7. Final Stakeholder Meeting

Total Amount for Tourism Advisory Services “Not to Exceed”

\$ 75,000.00

8. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a purchase order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a purchase order (PO) for said services.
9. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for McLees Architecture, LLC, has been submitted and shall be placed on file in the City’s Purchasing Division Office.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

BE IT FURTHER RESOLVED 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 **Econsult Solutions, Inc. (ESI), 1435 Walnut Street, 4th Floor, Philadelphia, PA 19102** for professional tourism advisory services for the City of Ocean City as listed and in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are contingent on the adoption of the 2019 local municipal budget and shall be charged to the following Operating Account #9-01-20-625-211.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RPS 2019 ESI Tourism Advisory Services.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 | _____ | _____ | _____ | _____ |

.....
City Clerk

April 5, 2019

Mayor Jay A. Gillian
The City of Ocean City, New Jersey
861 Asbury Avenue
Ocean City NJ 08226

Dear Mayor Gillian:

We much appreciate the opportunity to be brought in to meet with you last month. We enjoyed our discussion, and appreciate your commitment to safeguarding the future competitiveness and vibrancy of Ocean City. We share your desire to see Ocean City prosper for all and to do so in ways that are true to both its long legacy as "America's Greatest Family Resort" and to the changing demands and expectations of those you seek to serve. As promised, here is a proposal that represents a scope of work that we think can advance that agenda. Thank you in advance for your consideration. We look forward to working more closely with you and with the stakeholders you serve.

Statement of Understanding

Ocean City has long claimed the title of "America's Greatest Family Resort," and continues to be a special place for year-round residents, owners of second homes, and tourists alike. However, it has lately seen turbulence, stagnancy, or decline in key economic indicators. Hotel room supply levels and attendance at critical attractions have been discouraging. Active real estate market interest has added new investment to the area but has also resulted in the loss of some cherished long-time institutions and fostered some uncertainty around the current aesthetic and future direction of the area. Municipal government is in good shape fiscally, but essential policy and investment decisions lie ahead with far-reaching, long-term implications.

Meanwhile, the world in which Ocean City competes has changed dramatically. The advent of social media has drastically altered how tourists research, book, enjoy and share their vacation experiences. Savvy resort destinations have mined the universe of big data left by the digital traces of visitors to identify current trends, shape their promotion efforts, and manage the customer experience. Also, travelers now impose upon vacation locations higher expectations, about mobility and inclusivity and modernity, and will not only shun places that do not measure up but can now communicate their experiences (both positive and negative) to a broader audience.

At the same time, much about what makes resort destinations successful has not changed. To be sure, vacationers have an unprecedented number of choices, and an equally unprecedented amount of information to research those choices. However, in a sense, they still value the same things, particularly when considering the sort of family-centric audience that Ocean City has tended to focus on in its history. Ocean City has excelled in and can continue to shine in these areas. Ocean City is a fun, safe, and welcoming destination that offers a wide range of activities that is accessible to people of all ages, and that represents a place that simultaneously evokes old and cherished memories and while providing a platform for making new memories for the next generation.

The City of Ocean City would benefit from an independent third-party analysis that is informed by data and tested by experience, which enables articulation of a broad vision for the future vibrancy of Ocean City, and of a set of strategies and tactics that the City can implement to achieve that vision.¹ That vision, strategies, and tactics must represent what is achievable by the City (i.e., they represent policy levers that the City controls). They must also resonate with a wide range of stakeholders insofar as each stakeholder receives them as a positive indication that the City is acting on everyone's behalf (i.e., each stakeholder sees how the plan helps them to thrive). Since the vision must be broadly inclusive in its inspiration, it must be inclusive in its coverage. The vision must account for the broad spectrum of touch points that influence the brand identity of a place and how a wide range of users enjoys it, as well as broadly inclusive in its production, involving continuous engagement with and substantive feedback from critical stakeholders.

Consultant Team Qualifications

Econsult Solutions, Inc. (ESI) is well-suited to take on this assignment. The proposed scope of work and the proposed timeline and fee reflect a high value to the City, as they all draw from significant past experiences, which enable more, faster, and better outcomes for the City. Lee Huang, Senior Vice President and Principal, will serve as project principal, while Alison Shott, Director, will serve as project director. Alan Parter of Parter International, who is a globally recognized tourism strategy consultant and a frequent collaborator with ESI on tourism studies, will also join the consulting team. Additional staff members, Senior Advisors, and sub-consultants may be called on as needed to provide the City with a high-quality and high-value solution.

Proposed Scope of Work

Task 1 – Kickoff Preparation. Kickoff preparation will entail at least two sub-tasks, all done or significantly led by ESI. The first is an initial round of background research, which will inform the discussions at the kickoff meeting and the analysis to follow. This research will focus on crucial demographic, business, housing, policy, infrastructure, and tourism metrics. The second sub-task is pre-

¹ Here, and hereafter, “the City” refers to the City of Ocean City government, while “Ocean City” refers to Ocean City the physical location.

kickoff correspondence to inform the discussion at the kickoff meeting on stakeholder outreach strategies: whom to include, how to initially connect, and how best to engage.

Task 2 – Kickoff Meeting. The kickoff meeting (tentatively scheduled as 90 minutes) will serve as a time to come together with City officials, get connected to the purpose and process of the engagement, and go over the timeline and milestones for the entirety of the commitment, as well as provide initial comments in crucial areas of exploration. Kickoff meeting content will include a statement of objectives (informed by some brief summations of relevant data points) to set a preliminary direction and tone of the work to follow, as well as an initial discussion of essential subject matter areas for exploration throughout the engagement. We will also use the kickoff meeting to discuss the sequence of ensuing working sessions, determine composition and outreach for stakeholder involvement in those sessions, and make plans to schedule, prepare for, and otherwise resource those sessions.

Task 3 – Working Session Preparation. In advance of the stakeholder engagement sessions, ESI will incorporate independent research with notes from the kickoff meeting to confirm the working session topic areas. We will generate briefs on each topic area and questions for each session, and connect with the City in advance to incorporate initial reactions into working session preparations. ESI will also guide the City on setting up all of the logistical tasks associated with these working sessions, including scheduling, meeting locations, and materials/refreshments.

Task 4A – Working Session: Brand/Promotion. Brand/Promotion will be the first of the working sessions and will be the most inclusive in terms of stakeholder attendance and topical coverage, as it is the framework through which all other discussions should proceed. Accordingly, this session will be open to all stakeholders and is anticipated to last 90 minutes. ESI will moderate this meeting, taking the position of a consulting team that is serving as an outside perspective to help the City forge a vision, strategies, and tactics that will resonate with a wide range of stakeholders. The discussion will focus on what Ocean City's brand currently is and what it should be, and whether current promotions are useful in reinforcing that preferred brand or should be enhanced in any way. ESI will present initial thoughts on the existing brand to guide the discussion and set a general course of action for Ocean City, and that provide a jumping off point for stakeholders to weigh-in.

From the initial working session on brand and promotion, stakeholders will be invited to attend one or more topic-specific working sessions. The format of these working sessions will be similar to the one on brand and promotion, in that it will offer a forum for broad participation but within a general framework as introduced and concluded by comments from ESI (and as guided by handouts prepared in advance of each session). Although each of these topics could easily warrant their in-depth exploration, they will be

60 minutes in length. It will be important for ESI to develop a set of questions and moderate the discussion in a way that focuses on the task at hand. These include:

- Task 4B – Working Session: Retail/Entertainment Offerings.
- Task 4C – Working Session: Hotel/Rental Market Climate.
- Task 4D – Working Session: Infrastructure/Transportation Opportunities.
- Task 4E – Working Session: Livability Issues (Education, Housing, Public Safety).

Task 5A – Draft Vision Statement with Strategies and Tactics. ESI will incorporate all discussion notes and research findings into a draft vision statement with a high-level articulation of accompanying strategies and actionable tactics. While this blueprint for moving Ocean City forward is written to the City to own and to execute, it will be produced as an outward facing document and is intended to be consumed by key stakeholders and the general public alike. As such it will be relatively brief (8-10 pages) and visually rich. This vision statement will be shared in draft form with the City for internal consumption before its broader review with key stakeholders.

Task 5B – Public Presentation. Following the completion of Tasks 1 – 5A, we will hold a public meeting, at which we will unveil our findings and recommendations from the vision statement, thank those stakeholders that contributed their insights to the process, and provide an opportunity for key stakeholders to share what excites them about the vision statement from their perspective. ESI will guide the City on how to do publicity and logistics and how to line up stakeholder comments and will take the lead in running the meeting (which will go 90 minutes).

Task 5C – Finalization of Vision Statement: ESI will incorporate last edits and adjustments into a final version of the vision statement, including any necessary touches on infographics and visual layout.

Potential Next Steps

After Task 5C, ESI is available for additional services on a retainer or hourly basis. This work could include:

- **Presentations:** We are available to present to key stakeholders, including State agencies or Legislators.
- **Strategy:** We can support the City in developing a 5-year or 10-year strategic plan, advise on the implementation of particular recommendations, or facilitate additional working sessions.
- **Research:** We are available to develop any of the topical briefs into more in-depth research analyses.

City of Ocean City, New Jersey – Tourism Advisory Services

Proposed Timeline and Fee

ESI suggests a six-month engagement, with tasks completed generally in the following time window:

- Task 1: April
- Task 2: early May
- Task 3: late May into June
- Task 4: June and July
- Task 5: July – September

ESI proposes a professional fee not to exceed \$75,000 for the work described above. This fee does not include customary reimbursable expenditures, which will be capped \$1,500 and which will not be exceeded without client permission. ESI will bill \$12,500 at the end of each month starting in April, with all reimbursable expenditures included in the final invoice in September.

Best regards,



Lee Huang
Senior Vice President & Principal

City of Ocean City, New Jersey – Tourism Advisory Services

Accepted

Signature

Name

Title

Organization

Date

Email address for bills

Signature of the party responsible for paying the invoices, if different from above:

Signature

Name

Title

Organization

Date

Email address for bills

Accepted

Lee Huang

Signature

Lee Huang
Name

Senior Vice President & Principal
Title

Econsult Solutions, Inc.
Organization

4/5/2019
Date

Terms and Conditions

Local Law

This contract shall be governed by the laws of Pennsylvania.

Billing Terms

ESI will bill monthly for hourly projects and according to the billing schedule for fixed fee projects. All bills are due upon receipt. If questions arise regarding the hours or reimbursable expenses submitted under any bill, the Client shall notify ESI in writing within 10 days of the billing's date of any questions. ESI will acknowledge receipt of notice within 10 days of receipt and respond to the Client within 30 days of the date of the original bill. Any adjustments to the bill will be reflected in the following month's billing as a credit and shall not be deducted from the payment of the bill being questioned. In the event that the response from ESI is unacceptable to the Client in whole or in part, the disputed amount may be deducted from the following bill and the parties shall confer and attempt to amicably resolve any outstanding invoices. If the parties are unable to amicably resolve the same, each party is left to their respective remedies under the law. ESI reserves the right to cease any and all work and withhold work in progress if payment is overdue in ESI's opinion.

Unpaid invoices will be subject to a 1½ percent monthly interest charge, commencing 30 days after the date of billing. In addition, Client will pay for direct expenses and for time spent on collection efforts for invoices unpaid 30 days after the date of billing. Time for collection efforts will be billed at ESI's standard litigation rates in effect at the time of the collection effort.

If ESI has submitted a draft or final report and not received comments within four weeks from the date of transmission to the client, the report is deemed to be final and accepted as is, and ESI will bill the remainder of the fees for the project.

Confidentiality

It is understood that it may be necessary for Client to provide documents and share information that is relevant to the preparation of our analysis of this matter. All such documents and information will be considered confidential.

Hours and Expenses

ESI will bill for out-of-pocket expenses without markup. Expenses will not exceed \$1,500 without prior authorization. All hourly rates are subject to increases from time to time after prior notice to Counsel.

Term

This Agreement will remain in force until the project is complete. Either party can terminate upon 15 days written notice. Client shall be responsible to pay for all services performed by ESI up to the date of termination and the Client shall be entitled to the work product that has been generated or prepared by ESI for the benefit of the Client up to that date.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

11

**AUTHORIZING CHANGE ORDERS #28 & 29 TO
CITY CONTRACT #17-53, NORTHEND DRAINAGE IMPROVEMENTS**

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

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, November 15, 2017, the Notice to Bidders and the specifications were posted on the City of Ocean City's website, www.ocnj.us and the Invitation for Bid Proposals was distributed to twenty-seven (27) prospective bidder(s) for City Contract #17-53, Northend Drainage Improvements; and

WHEREAS, bid proposals were opened for City Contract #17-53, Northend Drainage Improvements on Tuesday, December 19, 2017 and eight (8) bid proposals were received; 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 \$111,649.00; 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 \$446,168.00; 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, the City Council of Ocean City, New Jersey authorized Modification to Change Order #22 & Change Order #27 to City Contract #17-53, Northend Drainage Improvements on March 28, 2019 by Resolution #19-55-236 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$87,494.00; and

WHEREAS, George J. Savastano, P.E., City Engineer; Vince Bekier, Director of Community Development; 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 Orders #28 & 29 to City Contract #17-53, Northend Drainage Improvements is correct as follows:

Change Order # 28

Increase – Supplemental

| <u>Item</u> | <u>Description</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--|---------------------------|------------------------|--------------------------|---------------------------|
| 5-27 | T&M work | | | |
| | Finisher | 73 Hrs | \$ 117.81 | \$ 8,600.13 |
| | Operator | 13 Hrs | \$ 135.10 | \$ 1,756.30 |
| | Laborer | 27 Hrs | \$ 112.93 | \$ 3,049.11 |
| | Teamster | 6 Hrs | \$ 90.63 | \$ 543.78 |
| | Backhoe | 3 Hrs | \$ 31.25 | \$ 93.75 |
| | Excavator | 2 Hrs | \$ 68.75 | \$ 137.50 |
| | Trlaxle | 6 Hrs | \$ 59.33 | \$ 355.98 |
| | Concrete | 17 C.Y. | \$ 156.25 | \$ 2,656.25 |
| | Pop Up Drains | 1 L.S. | \$ 282.00 | \$ 282.00 |
| | Formwork | 195 S.F. | \$ 0.50 | \$ 97.50 |
| Total Amount of Increase – Supplemental: | | | | \$ 17,572.30 |
| Total Amount of Increase to Change Order #28 | | | | \$ 17,572.30 |
| Total Amount of Change Order #28 including Increase and Decreases | | | | \$ 17,572.30 |

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Change Order # 29

Increases – Extra

| Item | Description | Quantity | Unit Price | Total Price |
|-----------------------------------|---|----------|------------|---------------|
| 10. | 8" X 18" Concrete Vertical Curb | 700 L.F. | \$ 21.50 | \$ 15,050.00 |
| 11 | Concrete Gutter, 8" Thick X 18" Wide | 825 L.F. | \$ 21.50 | \$ 17,737.50 |
| 12 | Concrete Sidewalk, 4" Thick | 430 S.Y. | \$ 58.00 | \$ 24,940.00 |
| 13 | Concrete Driveway, 6" Thick | 560 S.Y. | \$ 58.00 | \$ 32,480.00 |
| 15 | Detectable Warning Surface | 6 Units | \$ 250.00 | \$ 1,500.00 |
| 38 | 12" Ductile Iron Pipe | 20 L.F. | \$ 125.00 | \$ 2,500.00 |
| 43 | 24" High Density Polyethylene Pipe | 14 L.F. | \$ 146.00 | \$ 2,044.00 |
| 52 | Reset Manhole, Sanitary Sewer, Using Existing Casting | 6 Units | \$ 250.00 | \$ 1,500.00 |
| 53 | Dense-Graded Aggregate Base Course | 210 Tons | \$ 30.00 | \$ 6,300.00 |
| Total Amount of Increases-Extras: | | | | \$ 104,051.50 |

Total Amount of Increases for Change Order #29 \$ 104,051.50

Total Amount of Change Order #29 including Increases & Decreases..... \$ 104,051.50

Total Amount of City Contract #17-53, Northend Drainage Improvements Including Change Orders #28 & 29 \$ 9,107,667.85

WHEREAS, the newly adjusted contract cost including Change Orders #28 & 29 is 9,107,667.85 an increase of \$1,244,661.23 to the original contract and a 15.83 (%)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 Orders #28 & 29 to City Contract #17-53, Northend Drainage Improvements in the net amount of \$121,623.80 (PO #18-00189); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #28 & 29 in the net amount of \$121,623.80 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

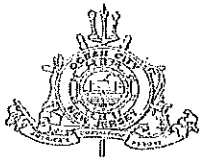
Files: RESCO#28&29CC#17-53 Northend Drainage Improvements.docx

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 26, 2019
RE: CHANGE ORDER NO. 28
NORTH END DRAINAGE IMPROVEMENTS
Project #: 3-2017-053

The above referenced contract is seeking Council's approval of **CHANGE ORDER NO. 28**
on the Thursday, April 11, 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:

T&M WORK for removal and the addition of sidewalk strips
at the following locations:
200-202/217-219 Simpson, 228/303 bay, 700 block Haven,
Pleasure Between 7th & 8th (drains)

| | |
|---------------|----------|
| FINISHER | 73 HRS |
| OPERATOR | 13 HRS |
| LABORER | 27 HRS |
| TEAMSTER | 6 HRS |
| BACKHOE | 3 HRS |
| EXCAVATOR | 2 HRS |
| TRIAXLE | 6 HRS |
| CONCRETE | 17 C.Y. |
| POP UP DRAINS | 1 L.S. |
| FORMWORK | 195 S.F. |

This change order represents a total current contract amount net change of
\$17,572.30 or 14.32%

CHANGE ORDER PROPOSAL #28

DATE: 3-12-2019
TO: RACHEL BALLEZZI - CITY OF OCEAN CITY
CC: R. RINCK - OC
FROM: L. FERIOZZI CONCRETE COMPANY – JOSEPH L. FERIOZZI
RE: NORTHEND DRAINAGE IMPROVEMENTS

INDICATED BELOW IS THE COST FOR THE VARIOUS ITEMS OF T&M WORK FOR REMOVALS AND THE ADDITION OF SIDEWALK STRIPS AS DIRECTED BY THE CITY FOR THE FOLLOWING LOCATIONS; 200-202/217-219 SIMPSON, 228/303 BAY, 700 BLOCK HAVEN, PLEASURE BETWEEN 7TH AND 8TH (DRAINS).

T&M WORK

| | |
|----------------|--------------------------------------|
| FINISHER: | \$117.81/HR. X 73 HRS. = \$8,600.13 |
| OPERATOR: | \$135.10/HR. X 13 HR. = \$1,756.30 |
| LABORER: | \$112.93/HR. X 27 HR. = \$3,049.11 |
| TEAMSTER: | \$90.63/HR. X 6 HR. = \$543.78 |
| BACKHOE: | \$31.25/HR X 3 HR = \$93.75 |
| EXCAVATOR: | \$68.75/HR X 2 HR = \$137.50 |
| TRIAXLE: | \$59.33/HR X 6 HR = \$355.98 |
| CONCRETE: | 17 C.Y. X \$156.25/C.Y. = \$2,656.25 |
| POP UP DRAINS: | 1 L.S. X \$282.00 = \$282.00 |
| FORMWORK: | \$0.50/SF X 195 SF = \$97.50 |

C.O.R. TOTAL: \$17,572.30



CITY OF OCEAN CITY, ENGINEERING DIVISION
NORTH END DRAINAGE IMPROVEMENTS

CHANGE ORDER NO. 28
FILE NO. 3-2017-053

PURCHASE ORDER #
18-00189

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

REASON FOR CHANGE:
T&M WORK

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 | 5-27 | T&M WORK | | | | |
| | | FINISHER | 73 | HRS | \$117.81 | \$8,600.13 |
| | | OPERATOR | 13 | HRS | \$135.10 | \$1,756.30 |
| | | LABORER | 27 | HRS | \$112.93 | \$3,049.11 |
| | | TEAMSTER | 6 | HRS | \$90.63 | \$543.78 |
| | | BACKHOE | 3 | HRS | \$31.25 | \$93.75 |
| | | EXCAVATOR | 2 | HRS | \$68.75 | \$137.50 |
| | | TRIAXLE | 6 | HRS | \$59.33 | \$355.98 |
| | | CONCRETE | 17 | C.Y. | \$156.25 | \$2,656.25 |
| | | POP UP DRAINS | 1 | L.S. | \$282.00 | \$282.00 |
| | | FORMWORK | 195 | S.F. | \$0.50 | \$97.50 |
| | | 0 | | 0 | \$0.00 | |
| EXTRA | 0 | | | 0 | \$0.00 | |
| | | | | 0 | \$0.00 | |
| | | | | | SUBTOTAL: | \$17,572.30 |
| REDUCTION | 0 | | | 0 | \$0.00 | |
| | | | | 0 | \$0.00 | |
| | | | | | SUBTOTAL: | \$0.00 |



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: Joseph Clark, Purchasing Manager
FROM: Roger Rinck, Manager Engineering and Construction
DATE: March 26, 2019
RE: CHANGE ORDER NO. 29
NORTH END DRAINAGE IMPROVEMENTS
Project #: 3-2017-053

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 29
on the 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:

| | |
|---|----------|
| 8" X 18" CONCRETE VERTICAL CURB | 700 L.F. |
| CONCRETE GUTTER, 8" THICK X 18" WIDE | 825 L.F. |
| CONCRETE SIDEWALK, 4" THICK | 430 S.Y. |
| CONCRETE DRIVEWAY, 6" THICK | 560 S.Y. |
| DETECTABLE WARNING SURFACE | 6 U |
| 12" DUCTILE IRON PIPE | 20 L.F. |
| 24" HIGH DENSITY POLYETHYLENE PIPE | 14 L.F. |
| RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING | 6 U |
| DENSE-GRADED AGGREGATE BASE COURSE | 210 TONS |

This change order represents a total current contract amount net change of
\$104,051.50 or 15.64%

CHANGE ORDER PROPOSAL #29

DATE: 3-12-2019
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 3/8/19 THAT WAS NOT ABLE TO BE INCLUDED IN THE INVOICING DUE TO CONTRACT QUANTITY OVERAGES AND SOME ADDITIONAL WORK ANTICIPATED TO COMPLETE THE PROJECT. PLEASE REVIEW AND CALL WITH ANY QUESTIONS.

ADDED WORK

| | |
|--|-------------------------------------|
| ADD 8X18 CONCRETE CUB - ITEM #10: | 700 LF @ \$21.50/LF = \$15,050.00 |
| ADD CONCRETE GUTTER - ITEM #11: | 825 LF @ \$21.50/LF = \$17,737.50 |
| ADD 4" CONCRETE SIDEWALK - ITEM #12: | 430 SY @ \$58.00/SY = \$24,940.00 |
| ADD 6" CONCRETE DRIVEWAY - ITEM #13: | 560 SY @ \$58.00/SY = \$32,480.00 |
| ADD DEDECTABLE WARNING MAT - ITEM #15: | 6 EA. @ \$250.00/EA. = \$1,500.00 |
| ADD 12" DUCTILE IRON PIPE - ITEM #38: | 20 LF @ \$125.00/LF = \$2,500.00 |
| ADD 24" HDPE - ITEM #43: | 14 LF @ \$125.00/LF = \$1,750.00 |
| ADD SANITARY MH - ITEM #52: | 6 EA. @ \$250.00/EA. = \$1,500.00 |
| ADD DENSE AGGREGATE BASE - ITEM #53: | 210 TONS @ \$30.00/EA. = \$6,300.00 |

TOTAL CHANGE ORDER = \$103,757.50

*ITEM TO BE PAID PER ACTUAL INSTALLED UNITS



CITY OF OCEAN CITY, ENGINEERING DIVISION
NORTH END DRAINAGE IMPROVEMENTS

CHANGE ORDER NO. 29
FILE NO. 3-2017-053

PURCHASE ORDER #
18-00189

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 | | 0 | | 0 | \$0.00 | |
| | | | | | SUBTOTAL: | \$0.00 |
| EXTRA | 10 | 8" X 18" CONCRETE VERTICAL CURB | 700 | L.F. | \$21.50 | \$15,050.00 |
| | 11 | CONCRETE GUTTER, 8" THICK X 18" WIDE | 825 | L.F. | \$21.50 | \$17,737.50 |
| | 12 | CONCRETE SIDEWALK, 4" THICK | 430 | S.Y. | \$58.00 | \$24,940.00 |
| | 13 | CONCRETE DRIVEWAY, 6" THICK | 560 | S.Y. | \$58.00 | \$32,480.00 |
| | 15 | DETECTABLE WARNING SURFACE | 6 | U | \$250.00 | \$1,500.00 |
| | 38 | 12" DUCTILE IRON PIPE | 20 | L.F. | \$125.00 | \$2,500.00 |
| | 43 | 24" HIGH DENSITY POLYETHYLENE PIPE | 14 | L.F. | \$146.00 | \$2,044.00 |
| | 52 | RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING | 6 | U | \$250.00 | \$1,500.00 |
| | 53 | DENSE-GRADED AGGREGATE BASE COURSE | 210 | TONS | \$30.00 | \$6,300.00 |
| | | | | | SUBTOTAL: | \$104,051.50 |
| 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 | \$40,488.00 | MATERIALS NEEDED TO COMPLETE PROJECT | | |
| 2 | \$59,297.68 | CHANGES TO COMPLETE JOB MORE EFFICIENTLY | + SUPPLEMENTAL | \$0.00 |
| 3 | \$15,558.50 | MATERIALS NEEDED TO COMPLETE PROJECT | | |
| 4 | \$3,070.00 | MATERIALS NEEDED TO COMPLETE PROJECT | + EXTRA | \$104,051.50 |
| 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 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 | \$104,051.50 |
| 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 | MATERIALS NEEDED TO PROGRESS PROJECT STATUS | | |
| 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 | MATERIALS NEEDED TO PROGRESS STATUS | | |
| 21 | \$8,935.00 | MATERIALS NEEDED TO COMPLETE PROJECT | | |
| 22 | \$24,620.00 | OUTFALL WORK | | |
| 23 | \$258,388.00 | MATERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION | | |
| 24 | \$8,631.00 | 3RD STREET BULKHEAD - CLEAR OBSTRUCTIONS | | |
| 25 | \$154,529.00 | MATERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION | | |
| 26 | \$5,000.00 | BOLLARDS | | |
| 27 | \$87,494.00 | MATERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION | | |
| 28 | \$17,572.30 | T&M WORK | | |
| 29 | \$104,051.50 | MATERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION | | |
| 30 | | | | |
| ORIGINAL CONTRACT AMOUNT | | | \$7,863,006.62 | |
| AMENDED CONTRACT AMOUNT | | | \$9,092,697.85 | |
| TOTAL CONTRACT CHANGE (AMOUNT) | | | \$1,229,691.23 | |
| TOTAL CONTRACT CHANGE (PERCENT) | | | 15.64% | |
| ACCEPTED BY: | | | | |
| L. FERIOZZI CONCRETE COMPANY | | | DATE | |
| APPROVED BY: | | | | |
| PROJECT MANAGER | | | DATE | |
| MUNICIPAL ENGINEER | | | DATE | |
| PURCHASING AGENT | | | DATE | |
| CHIEF FINANCIAL OFFICER | | | DATE | |

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

12

**AUTHORIZING CHANGE ORDER #3 TO CITY CONTRACT #18-11,
2018 ROAD IMPROVEMENT PROGRAM – PHASE 3**

WHEREAS, specifications were authorized for advertisement by Resolution #18-55-001 on Thursday, October 23, 2018 for City Contract #18-11, 2018 Road Improvement Program – Phase 3; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, October 31, 2018, the Notice to Bidders and the specifications were posted on the City of Ocean City’s website, www.ocnj.us and the Invitation for Bid Proposals was distributed to fourteen (14) prospective bidder(s) for City Contract #18-11, 2018 Road Improvement Program – Phase 3; and

WHEREAS, bid proposals were opened for City Contract #18-11, 2018 Road Improvement Program - Phase 3 on Tuesday, November 27, 2018 and four (4) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, George J. Savastano, Business Administrator; Jessica L. Baird, Purchasing Clerk; 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 #18-11, 2018 Road Improvement Program - Phase 3 awarded to Landberg Construction, LLC, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #18-11, 2018 Road Improvement Program - Phase 3 on December 13, 2018 by Resolution #18-55-077 to Landberg Construction, LLC, 82 Tuckahoe Road, Dorothy, NJ 08317 in the amount of \$491,986.85; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Orders #1 & 2 to City Contract #18-11, 2018 Road Improvement Program - Phase 3 on March 13, 2019 by Resolution #19-55-211 in the net amount of \$54,540.00 resulting in an adjusted contract amount of \$546,526.85; and

WHEREAS, George J. Savastano, Business Administrator; Vincent Bekier, Director of Community Development; 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 #3 to City Contract #18-11, 2018 Road Improvement Program - Phase 3 is correct as follows:

Change Order #3

Increases – Supplemental:

| <u>Item</u> | <u>Description</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--|--|------------------------|--------------------------|---------------------------|
| 12. | 12" High Density Polypropylene Culvert Pipe | 67 L.F. | \$ 90.00 | \$ 6,030.00 |
| 18. | Inlet Type “A” | 1 Unit | \$ 3,000.00 | \$ 3,000.00 |
| Total Amount of Extras: | | | | \$ 9,030.00 |
| Total Amount of Increases for Change Order #3 | | | | \$ 9,030.00 |
| Total Amount of Change Order #3 including Increase & Decrease..... | | | | \$ 9,030.00 |
| Total Amount of City Contract #18-11, 2018 Road Improvement Program - Phase 3 Including Change Order #3 | | | | \$ 555,556.85 |

WHEREAS, the newly adjusted contract cost including Change Order #3 is \$555,556.85 a total increase of \$63,570.00 to the original contract and a 12.92 (%) percent increase in the total for City Contract #18-11, 2018 Road Improvement Program - Phase 3; and

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #3 to City Contract #18-11, 2018 Road Improvement Program - Phase 3 in the amount of \$9,030.00 (PO #18-03499); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #3 in the net amount of \$9,030.00 to City Contract #18-11, 2018 Road Improvement Program - Phase 3 (PO #18-03499) issued to Landberg Construction, LLC, 82 Tuckahoe Road, Dorothy, NJ 08317 be charged to the following Capital Account #C-04-55-307-011.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

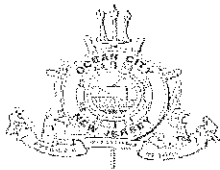
Files: RESCO#3 18-11, 2018 Road Imprv Program - Phase 3.docx

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: April 1, 2019
RE: CHANGE ORDER NO. 3
2018 ROAD IMPROVEMENT PROGRAM - PHASE 3
Project #: 18-11

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 3
on the Thursday, April 11, 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:

| | |
|---|---------|
| 12" HIGH DENSITY POLYPROPYLENE CULVERT PIPE | 67 L.F. |
| INLETS, TYPE "A" | 1 UNIT |

This change order represents a total current contract amount net change of
\$9,030.00 or 12.92%

115 E. 12th Street, OCEAN CITY, NJ 08226
609-399-6111 www.ocnj.us



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT
2018 ROAD IMPROVEMENT PROGRAM - PHASE 3

PURCHASE ORDER #
18-03499

CHANGE ORDER NO. 3
FILE NO. 18-11

CONTRACTOR:
LANDBERG CONSTRUCTION, LLC
82 TUCKAHOE ROAD
DOROTHY, NJ 08317

REASON FOR CHANGE:
SIMPSON/HAVEN ALLEY 32ND TO 33RD

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

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

| TYPE OF CHANGE | ITEM # | DESCRIPTION | QTY | UNITS | UNIT PRICE | AMOUNT |
|----------------|--------|---|-----|-------|------------------|-------------------|
| SUPPLEMENTAL | | 0 | | #N/A | | |
| | | 0 | | #N/A | \$0.00 | |
| | | | | | SUBTOTAL: | \$0.00 |
| EXTRA | 12 | 12" HIGH DENSITY POLYPROPYLENE CULVERT PIPE | 67 | L.F. | \$90.00 | \$6,030.00 |
| | 18 | INLETS, TYPE "A" | 1 | UNIT | \$3,000.00 | \$3,000.00 |
| | | 0 | | #N/A | \$0.00 | |
| | | | | | SUBTOTAL: | \$9,030.00 |
| 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 | \$20,370.00 | MATERIALS NEEDED TO PROGRESS PROJECT STATUS FURNISH AND INSTALL 12" HDPE SIMPSON/HAVEN ALLEY 32ND TO 33RD | | |
| 2 | \$34,170.00 | | + SUPPLEMENTAL | \$0.00 |
| 3 | \$9,030.00 | | + EXTRA | \$9,030.00 |
| 4 | | | - REDUCTIONS | \$0.00 |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | NET CONTRACT CHANGE | |
| 9 | | | THIS CHANGE ORDER | \$9,030.00 |

| | |
|---------------------------------|--------------|
| ORIGINAL CONTRACT AMOUNT | \$491,986.85 |
| AMENDED CONTRACT AMOUNT | \$555,556.85 |
| TOTAL CONTRACT CHANGE (AMOUNT) | \$63,570.00 |
| TOTAL CONTRACT CHANGE (PERCENT) | 12.92% |

ACCEPTED BY:

LANDBERG CONSTRUCTION, LLC_____
DATE

APPROVED BY:

PROJECT MANAGER_____
DATE_____
ENGINEER_____
DATE_____
PURCHASING AGENT_____
DATE_____
CHIEF FINANCIAL OFFICER_____
DATE

LANDBERG CONSTRUCTION LLC

March 15, 2019

City of Ocean City
115 12th St.
Ocean City, NJ 08226

Attn: Mr. Roger Rinck

Re: 2018 Road Improvement Program Ph. 3 Contract No. 18-11
Change Order Request No. 4

Mr. Rinck,

Below, please find our proposal to extend 12" HDPE at the alleyway between Simpson and Haven (32nd to 33rd St)

Proposal

| | | |
|----------|-------|--------------|
| A Inlet | 1 UN | @ \$3,000.00 |
| 12" HDPE | 67 LF | @ \$90.00/LF |

GRAND TOTAL: \$9,030.00

Should you have any questions, please feel free to call.

Sincerely,



Mike Landberg
Vice President

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

13

ENDORSING THE 2019 HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, on March 10, 2015, the New Jersey Supreme Court issued its decision in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (“Mount Laurel IV”). In that decision, the New Jersey Supreme Court transferred primary jurisdiction over affordable housing matters from the New Jersey Council on Affordable Housing (“COAH”) to the New Jersey Superior Court and established a transitional process for municipalities like the City of Ocean City file declaratory judgment actions seeking to declare their Housing Element and Fair Share Plans (“HEFSPs”) to be constitutionally compliant and seeking similar protections to what they would have received if they had continued to proceed before COAH; and

WHEREAS, pursuant to N.J.S.A. 52:27D-313 and Mount Laurel IV, the New Jersey Superior Court has the authority to enter an Order granting protection and repose against exclusionary zoning litigation to a municipality that is in compliance with its affordable housing obligations under the Fair Housing Act, N.J.S.A. 52:27D-301, et seq.; and

WHEREAS, on July 7, 2015, the City of Ocean City (“City”) filed a declaratory judgment action under docket number CPM-305-15 with the New Jersey Superior Court, Cape May County (“the DJ action”) seeking to declare its HEFSPs as being constitutionally compliant and seeking protection and repose against exclusionary zoning litigation for a ten (10) year period; and

WHEREAS, the Superior Court of New Jersey has ordered that municipalities that have filed declaratory judgment actions must submit updated HEFSPs that address their affordable housing obligations as calculated by their respective municipal experts; and

WHEREAS, the City’s Affordable Housing Consultant, Shirley M. Bishop, PP, has prepared an updated HEFSP that addresses the City’s affordable housing obligation (the “2019 HEFSP”); and

WHEREAS, the City has reached agreement with Fair Share Housing Center as to the City’s obligation for providing affordable housing and the methodology and strategies for meeting that obligation (the “Settlement Agreement”); and

WHEREAS, the Court held a Fairness Hearing on August 28, 2018, at which time the Court determined that the Settlement Agreement satisfies the City’s obligation to provide a realistic opportunity to satisfy its Rehabilitation, Prior Round and Third Round “fair share” of the regional need for housing affordable to low income and moderate income households pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the substantive, applicable regulations of the New Jersey Council on Affordable Housing (“COAH”), Mount Laurel IV and other applicable laws; and

WHEREAS, the Ocean City Planning Board, at a meeting held on April 3, 2019, reviewed the 2019 HEFSP and determined that implementation of the 2019 HEFSP is in the public interest and would promote the general welfare and, by Resolution dated April 10, 2019, endorsed the 2019 HEFSP; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, Cape May County, New Jersey, on this 11th day of April 2019, that:

1. The City Council hereby agrees to implement the 2019 HEFSP that has been adopted by the Planning Board, and which addresses the terms of the Settlement Agreement and the Superior Court’s Order dated August 28, 2018; and

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

2. The City Council hereby endorses the 2019 HEFSP as adopted by the Planning Board as an amendment to the City's Master Plan and agrees to implement the HEFSP by adopting applicable ordinances; and
3. The Mayor, City Administrator, and City Clerk, together with all other officers, professionals and employees of the City are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Resolution.
4. This Resolution shall take effect immediately.

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

14

**OCEAN CITY RESOLUTION ADOPTING
AFFORDABLE HOUSING TRUST FUND SPENDING PLAN**

WHEREAS, the New Jersey Supreme Court and the New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”) and the Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.* (“FHA”) that every municipality in New Jersey has an affirmative obligation to facilitate the provisions of affordable housing; and

WHEREAS, in Holmdel Builder’s Ass’n V. Holmdel Township, 121 N.J. 550 (1990), the Supreme Court determined that municipalities are authorized under the FHA to assess and collect mandatory affordable housing development fees from developers of commercial and non-inclusionary residential development projects subject to the rules and regulations of COAH; and

WHEREAS, pursuant to its power under FHA, COAH has adopted regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal Affordable Housing Trust Funds and corresponding spending plans; and

WHEREAS, in accordance with the FHA and COAH rules, the City received prior approval to maintain an Affordable Housing Trust Fund on March 10, 1998; and

WHEREAS, the City wishes to amend its Spending Plan that was approved by COAH on October 27, 2011 in order to commit funds in its Affordable Housing Trust Account for existing, new and expanded affordable housing programs within the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ocean City, Cape May County, as follows:

- 1. The City of Ocean City hereby adopts and approves an amended Trust Fund Spending Plan of January 2019. Said Spending Plan is attached hereto as Exhibit A and made a part hereof.
- 2. The City requests that the Court review and approve the amended Spending Plan.
- 3. A certified true copy of this Resolution together with the amended Spending Plan shall be filed by the municipal clerk with the Fair Share Housing Center and the Court Master.

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 |
|-----------|-------|-------|--------|-----------|
| Barr | _____ | _____ | _____ | _____ |
| Bergman | _____ | _____ | _____ | _____ |
| DeVlieger | _____ | _____ | _____ | _____ |
| Hartzell | _____ | _____ | _____ | _____ |
| Madden | _____ | _____ | _____ | _____ |
| McClellan | _____ | _____ | _____ | _____ |
| Wilson | _____ | _____ | _____ | _____ |

.....
City Clerk

Affordable Housing Trust Fund Spending Plan

Ocean City Cape May County Amended February 2019

INTRODUCTION

Ocean City, Cape May County, has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:93-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by COAH on 3/10/1998 and adopted by the municipality on 9/21/1999. The ordinance establishes Ocean City's affordable housing trust fund for which this spending plan is prepared.

As of December 31, 2018, Ocean City has collected \$8,053,380.30, expended \$2,677,813.47, resulting in a balance of \$5,375,566.83. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in TD Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

Ocean City first petitioned COAH for substantive certification on 11/14/1997 and received prior approval to maintain an affordable housing trust fund on 3/10/1998.

1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of Third Round Compliance, Ocean City considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL): Payments in lieu have not been nor are they anticipated to be collected or assessed.

(c) Other funding sources: The Ocean City Housing Authority (OCHA) will repay Ocean City

money that is owed for the rehabilitation at Peck's Beach Village North after Super Storm Sandy at the rate of \$5,000 a month.

In addition to the \$60,000 this year, the OCHA is also repaying \$50,000 to the Ocean City trust account for the borrowed money.

- (d) Projected interest: Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate of 1% is projected to total \$37,374.

| SOURCE OF FUNDS | | | | | | | | |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|
| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | Total |
| (a) Development fees: | | | | | | | | |
| 1. Approved Development | | | | | | | | |
| 2. Development Pending Approval | | | | | | | | |
| 3. Projected Development | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 3,500,000 |
| (b) Payments in Lieu of Construction | | | | | | | | |
| (c) Other Funds (Specify source(s)OCHA Repayment | 110,000 | 60,000 | 60,000 | 7,434 | | | | 237,434 |
| (d) Interest-1% | 6,100 | 5,600 | 5,600 | 5,074 | 5,000 | 5,000 | 5,000 | 37,374 |
| Total | 616,100 | 565,600 | 565,600 | 512,508 | 505,000 | 505,000 | 505,000 | 3,774,808 |

Ocean City projects a total of \$3,774,808 in revenue to be collected between January 1, 2019 and December 31, 2025. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Ocean City:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Ocean City's development fee ordinance for both residential and non-residential developments in accordance with COAH's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and

32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

The governing body shall adopt a resolution authorizing the expenditure of development fee revenues consistent with the Court-approved spending plan. Once a request has been approved by resolution, the CFO shall release the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation and new construction programs and projects (N.J.A.C. 5:97-8.7)

Ocean City will dedicate \$5,519,308.663 funds for rehabilitation and new construction programs
(see detailed descriptions in the Fair Share Plan) as follows:

Rehabilitation program: \$2,750,000 for 61 rental units at Bayview Manor

New construction project(s):

Market To Affordable Program: \$350,000 (3 units)

Municipal 100% Rental Program: \$2,419,308.63 (10 units)

(b) Affordability Assistance (N.J.A.C. 5:97-8.8)

Projected minimum affordability assistance requirement:

| | | |
|---|----------|-----------------------|
| Actual development fees through 12/31/2018 | | \$6,791,598.26 |
| Actual interest earned through 12/31/2018 | + | \$ 265,080.24 |
| | | |
| Development fees projected 2019-2025 | + | \$3,500,000.00 |
| Interest projected 2019-2025 | + | \$ 35,000.00 |
| Less housing activity expenditures through 12/31/18 | - | 1,988,124.51 |
| Total | = | \$8,603,553.99 |
| | | |
| 30 percent requirement | x 0.30 = | \$2,581,066.20 |
| Less Affordability assistance expenditures through 12/31/2018 | - | 000.000 |
| PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2019 through 12/31/2025 | = | \$2,581,066.20 |
| PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2019 through 12/31/2025 | ÷ 3 = | \$ 860,355.37 |

Ocean City will dedicate \$2,581,066.20 from the affordable housing trust fund to render units more affordable, including \$860,355.37 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

\$2,446,066.20 will be allocated to writing down new low income rental units to very low income units.

The sum of \$75,000 of the affordability assistance requirement will be for security deposit assistance for the rental households. The sum of \$60,000 will be for a closing cost/down payment assistance program.

(c) Administrative Expenses (N.J.A.C. 5:97-8.9)

Ocean City projects that \$1,278,323.80 will be available from the affordable housing trust fund for administrative purposes. However, Ocean City will only include \$1,050,000 in administrative costs at this time. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

Administrative expenses including salaries and benefits for municipal employees or consultant fees necessary to develop or implement an affordable housing program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing and compliance with monitoring requirements.

Projected maximum administrative expenses:

| | | |
|--|-------------|------------------------|
| Actual development fees through 12/31/2018 | | \$ 6,791,598.26 |
| Actual interest earned through 12/31/2018 | + | \$ 265,080.24 |
| Other Funds | + | \$ 996,701.80 |
| Development fees projected 2019-2025 | + | \$ 3,500,000.00 |
| Interest projected 2019-2025 | + | \$ 37,374.00 |
| OCHA Repayment | + | \$237,434.00 |
| Less housing activity expenditures through 12/31/2018 | - | 1,988,124.51 |
| Less RCA Expenditures through 2018 | - | 0.00 |
| Total Projected Administration Expenses | x 0.20 = | \$ 1,968,012.76 |
| Less Actual Administrative Expenses through 12/31/2018 | | \$ 689,688.96 |
| Total Remaining Projected Administration Expenses | = | \$ 1,278,323.80 |
| | | |

4. PROJECTED EXPENDITURE

Ocean City intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of affordable housing units. Where applicable, the creation/rehabilitation funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan and is summarized as follows.

| Program | Number of Units Projected | PROJECTED EXPENDITURE SCHEDULE 2019-2025 | | | | | | | Total |
|---------------------------|---------------------------|--|----------------|------------|------------|--------------|------------|-----------|----------------|
| | | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | |
| Rehabilitation | 61 | \$920,000 | \$1,830,000 | 0 | 0 | 0 | 0 | 0 | \$2,750,000 |
| Municipal 100% Affordable | 10 | \$1,209,654.32 | \$1,209,654.31 | | | | | | \$2,419,308.63 |
| | | | | | | | | | |
| 42A | 3 | \$175,000 | \$175,000 | \$ | | | | | 350,000 |
| Total Programs | 74 | | | | | | | | \$5,519,308.63 |
| | | | | | | | | | |
| Affordability Assistance | | | \$1,100,000 | | \$800,000 | \$781,066.20 | | | 2,581,066.20 |
| | | | | | | | | | |
| Administration | | \$ 150,000 | \$ 150,000 | \$ 150,000 | \$ 150,000 | \$ 150,000 | \$ 150,000 | 150,000 | 1,050,000 |
| | | | | | | | | | |
| Total | 148 | \$2,454,654.32 | \$4,364,654.31 | \$150,000 | \$950,000 | \$931,066.20 | \$150,000 | \$150,000 | \$9,150,374.83 |

5. EXCESS OR SHORTFALL OF FUNDS

Pursuant to the Housing Element and Fair Share Plan, the governing body of Ocean City has adopted a resolution agreeing to fund any shortfall of funds required for implementing the rehabilitation program and the municipally sponsored 100 percent affordable housing projects. In the event that a shortfall of anticipated revenues occurs, Ocean City will bond for any shortfall. A copy of the adopted resolution is an Exhibit U in the Fair Share Plan.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to provide assistance to the OCHA projects.

6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with Ocean City's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5.

SUMMARY

Ocean City intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97 8.7 through 8.9 and consistent with the housing programs outlined in the Housing Element and Fair Share Plan dated January 2019.

Ocean City has a balance of \$5,375,566.83 as of December 31, 2018 and anticipates an additional \$3,774,808.00 in revenues before the expiration of a Judgment of Compliance and Repose for a total of \$9,150,374.83. The municipality will dedicate \$2,750,000.00 towards its rehabilitation program. Ocean City will dedicate \$2,769,308.63 towards its new rentals and market to affordable program. In addition, Ocean City will dedicate \$2,581,066.20 for affordability assistance. Finally, Ocean City will provide \$1,050,000.00 for administrative costs. Any shortfall of funds will be offset through municipal bonding.

| | |
|-------------------------------------|------------------------|
| Balance as of December 31, 2018 | \$ 5,375,566.83 |
| PROJECTED REVENUE 2019-2025 | |
| Development fees | \$ 3,500,000.00 |
| Payments in lieu of construction | 0.00 |
| Other funds – OCHA Repayment | \$ 237,434.00 |
| Interest | \$ 37,374.00 |
| TOTAL REVENUE | \$ 9,150,374.83 |
| EXPENDITURES | |
| Funds used for Rehabilitation | \$ 2,750,000.00 |
| Funds used for New Construction/M2A | \$ 2,769,308.63 |
| Affordability Assistance | \$ 2,581,066.20 |
| Administration | \$ 1,050,000.00 |
| TOTAL PROJECTED EXPENDITURES | \$9,150,374.83 |

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

15

**TO ADOPT MANUALS FOR IMPLEMENTATION OF OCEAN CITY'S
AFFORDABLE HOUSING PROGRAMS**
City of Ocean City

WHEREAS, a component of the City of Ocean City's Fair Share Plan involves the collection of affordable housing development fees in order to create a dedicated revenue source for the City to implement its Fair Share Plan and Spending Plan; and

WHEREAS, the Council on Affordable Housing (COAH) initially approved the City's Affordable Housing Development Fee Ordinance on March 11, 1993 and the City will utilize the funds collected through said Ordinance to implement its Fair Share Plan; and

WHEREAS, the City has an amended and adopted Spending Plan and the Spending Plan involves mechanisms for the City to meet its fair share obligation for affordable housing; and

WHEREAS, Ocean City's Spending Plan and Fair Share Plan include funding for a Rehabilitation Program, a Market to Affordable Program, administration, affordability assistance and new construction; and

WHEREAS, Ocean City has established such programs and has attached a Market to Affordable Program Guidelines Manual, an Operating Manual, an Operating Manual for Rental Units, an Ocean City Housing Authority Administrative Manual and an Operating Manual for the Administration of a Housing Rehabilitation Program which manuals have been prepared in accordance with the applicable regulations of COAH and the Uniform Housing Affordability Controls (UHAC) regulations and reviewed by the Fair Share Housing Center.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ocean City, Cape May County, as follows:

The City Council hereby approves and adopts a Market to Affordable Program Guidelines Manual, an Operating Manual, an Operating Manual for Rental Units, an Ocean City Housing Authority Administrative Manual and an Operating Manual for the Administration of a Housing Rehabilitation Program which have been prepared in accordance with COAH and the UHAC regulations.

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 |
|-----------|-------|-------|--------|-----------|
| Barr | _____ | _____ | _____ | _____ |
| Bergman | _____ | _____ | _____ | _____ |
| DeVlieger | _____ | _____ | _____ | _____ |
| Hartzell | _____ | _____ | _____ | _____ |
| Madden | _____ | _____ | _____ | _____ |
| McClellan | _____ | _____ | _____ | _____ |
| Wilson | _____ | _____ | _____ | _____ |

City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

16

**CONSENTING TO CITY COUNCIL’S APPOINTMENT OF PATRICK MUMMAN
AS A MEMBER TO THE OCEAN CITY HOUSING AUTHORITY**

BE IT RESOLVED, by the City Council of the City of Ocean City, New Jersey that the following individual is hereby appointed as a member to the Ocean City Housing Authority in accordance with N.J.R.S. 55:14:A-4, for the following term:

| <u>NAME</u> | <u>TERM</u> | <u>TERM EXPIRES</u> |
|----------------|---|---------------------|
| Patrick Mumman | 5 Years (To fill the unexpired Term of M.Sea Scarborough) | 12/31/2019 |

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

17

**AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 300 28TH STREET
BLOCK 2803, LOT 9, PROJECT #17-025PBA**

WHEREAS, Lighthouse Developers LLC., has posted a performance guarantee for construction of an approved site plan at 300 28th Street, Block 2803 Lot 9 Ocean City, in accordance with Section 25-1600 of Ordinance #88-17, Volume II, the City's zoning ordinance, also known as application number 17-025PBA

WHEREAS, this application was submitted for approval to the Planning Board on August 9, 2017; and

WHEREAS, the Planning Board Office has issued a final inspection approval report dated April 3, 2019, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Planning Board of the City of Ocean City has recommended the release of the performance guarantee in the amount of \$26,388.00; and

WHEREAS, the Planning Board recommends that a cash portion of the performance guarantee in the amount of \$2,638.80 be held or a bond or other type of surety approved by the City Solicitor, in the amount of 10% of the performance guarantee be posted for a period of two (2) years from the date of the release of the performance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the performance bond in the amount of \$26,388.00.

Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files//Lighthouse Developers LLC Performance Guarantee Release 17-025PBA

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

18

AUTHORIZING THE PAYMENT OF CLAIMS

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

WHEREAS, the attached bill list represent claims against the municipality for period including March 23, 2019 to April 5 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 – 03.23.19 TO 04.05.19.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

April 8, 2019
12:37 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 |
|----------|----------|--|--------------------------------|--------|--------------|-------------|---------|
| 17-01409 | 06/07/17 | TUCKA TUCKAHOE TURF FARMS, INC. | Resolution #17-53-158 | Open | 44,997.00 | 0.00 | B |
| 17-01669 | 07/11/17 | WATEREDG WATER'S EDGE ENVIRONMENTAL, LLC | Monitoring Restoration of Site | Open | 2,000.00 | 0.00 | |
| 17-01761 | 07/18/17 | ACTENGIN ACT ENGINEERS INC | RES 17-53-202 | Open | 20,767.74 | 0.00 | |
| 18-00189 | 01/24/18 | FERIOZZI L. FERIOZZI CONCRETE COMPANY | RES#17-54-002 NORTH END DRAIN. | Open | 247,447.69 | 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 | |
| 18-00588 | 03/02/18 | ACTENGIN ACT ENGINEERS INC | RES# 18-54-052 | Open | 2,426.20 | 0.00 | B |
| 18-00617 | 03/12/18 | EARTT EARTHTECH CONTRACTING, INC | 17-53-353 | Open | 11,293.34 | 0.00 | B |
| 18-00782 | 04/04/18 | SCHIAVON FRED M. SCHIAVONE CONST., INC. | CC#18-23 Beach Outfall | Open | 116,013.38 | 0.00 | B |
| 18-00859 | 04/18/18 | TUCKA TUCKAHOE TURF FARMS, INC. | Reso# 17-53-115 CC# 17-47 | Open | 7,343.00 | 0.00 | |
| 18-01071 | 04/23/18 | CMCFA CAPE MAY COUNTY FIREMENS ASSN. | | Open | 200.00 | 0.00 | |
| 18-01269 | 05/16/18 | CONCOENG CONCORD ENGINEERING GROUP, INC | Reso #18-54-181 | Open | 500.00 | 0.00 | B |
| 18-01747 | 06/21/18 | WILLIE WILLIAM FANNON IV | EMPLOYEE REIMBURSEMENT | Open | 52.66 | 0.00 | |
| 18-01786 | 06/21/18 | B RUSH BRENDAN J. RUSH | EMPLOYEE REIMBURSEMENT | Open | 52.66 | 0.00 | |
| 18-01884 | 07/10/18 | BRINKS BRINKS INC. | METER COINS PICK AT TRANS CTR | Open | 1,260.72 | 0.00 | B |
| 18-02584 | 09/12/18 | ACTENGIN ACT ENGINEERS INC | RESOLUTION #18-54-307 | Open | 34,528.22 | 0.00 | B |
| 18-02697 | 09/24/18 | OCBOE OCEAN CITY BOARD OF EDUCATION | REIMBURSEMENT FOR W.S.I.COURSE | Open | 350.00 | 0.00 | |
| 18-03024 | 10/25/18 | TONYPSHO TONY P'S HOUSE OF PIE | | Open | 90.00 | 0.00 | |
| 18-03102 | 11/05/18 | ACTIO ACTION SUPPLY, INC. | RES. 18-55-006 | Open | 673.75 | 0.00 | B |
| 18-03149 | 11/20/18 | RUTG6 RUTGERS-THE STATE UNIV. OF NJ | PRinciples of Purchasing I | Open | 977.00 | 0.00 | |
| 18-03178 | 11/20/18 | COREHEAL CORE HEALTH & FITNESS LLC | AFC GYM EQUIPMENT PARTS | Open | 374.76 | 0.00 | |
| 18-03221 | 11/28/18 | ACTENGIN ACT ENGINEERS INC | 18-55-010 | Open | 19,288.68 | 0.00 | B |
| 18-03247 | 11/30/18 | RUTG6 RUTGERS-THE STATE UNIV. OF NJ | PP-2202-SP19-2 | Open | 962.00 | 0.00 | |
| 18-03283 | 12/07/18 | TARGERSO TARGETSOLUTIONS LEARNING LLC | | Open | 6,717.04 | 0.00 | |
| 18-03292 | 12/07/18 | ACTENGIN ACT ENGINEERS INC | 18-55-059 | Open | 76,191.92 | 0.00 | |
| 18-03297 | 12/07/18 | NAFG NATIONAL AUTO FLEET GROUP | 18-55-070 | Open | 33,391.00 | 0.00 | |
| 18-03484 | 12/21/18 | KIMBALLR L.R. KIMBALL | Reso #18-54-086 | Open | 5,264.44 | 0.00 | B |
| 18-03488 | 12/21/18 | SACK SACK O' SUBS, INC. | | Open | 204.08 | 0.00 | |
| 18-03499 | 12/21/18 | LANDBERG LANDBERG CONSTRUCTION, LLC | 18-55-077 | Open | 77,106.40 | 0.00 | B |
| 19-00003 | 01/10/19 | OCBOE OCEAN CITY BOARD OF EDUCATION | 2019 SCHOOL LEVY | Open | 2,104,454.00 | 0.00 | |
| 19-00156 | 01/17/19 | JUSTR JUST RIGHT TV PRODUCTIONS LLC | Reso #15-51-160 | Open | 570.00 | 0.00 | B |
| 19-00157 | 01/17/19 | ACCESS RETRIEVE HOLDINGS CORP | | Open | 504.09 | 0.00 | B |
| 19-00158 | 01/17/19 | T BURGOS TONIO BURGOS & ASSOC OF NJ LLC | 18-55-079 | Open | 5,000.00 | 0.00 | B |
| 19-00161 | 01/17/19 | BATTATA S. BATTATA CONSTRUCTION | 18-55-102 | Open | 147,588.00 | 0.00 | B |
| 19-00162 | 01/17/19 | MOBID MOBILE DREDGING AND VIDEO | MOORLYN TERRACE | Open | 920.00 | 0.00 | B |
| 19-00168 | 01/17/19 | VERIZ VERIZON | 2019 PHONE CHARGES | Open | 5,494.90 | 0.00 | B |
| 19-00171 | 01/17/19 | AC ELECT ATLANTIC CITY ELECTRIC | 2019 CITYWIDE ELECTRIC | Open | 67,012.61 | 0.00 | B |
| 19-00172 | 01/17/19 | NJAM3 NEW JERSEY-AMERICAN WATER CO. | 2019 CITYWIDE WATER/SEWER | Open | 23,427.33 | 0.00 | B |
| 19-00173 | 01/17/19 | SJGAS SOUTH JERSEY GAS COMPANY | 2019 GAS CHARGES | Open | 9,464.14 | 0.00 | B |
| 19-00175 | 01/17/19 | JLLAWSON J L LAWSON COMPANY INC | | Open | 1,158.70 | 0.00 | |
| 19-00182 | 01/17/19 | KEEN KEEN COMPRESSED GAS COMPANY | Annual Compressed Gas Services | Open | 21.19 | 0.00 | B |
| 19-00186 | 01/17/19 | SPARKELE SPARK ELECTRIC SERVICE, INC | UST Inspection and Maintenance | Open | 2,500.00 | 0.00 | |
| 19-00202 | 01/17/19 | SPINN SPINNING WHEEL FLORIST INC. | | Open | 248.50 | 0.00 | B |
| 19-00205 | 01/17/19 | CHLORKIN CHLORKING INNOVATIONS, LLC | | Open | 1,485.00 | 0.00 | B |
| 19-00209 | 01/17/19 | CRYSTAL CRYSTAL SPRINGS | ACCT# 1973186-3378709 | Open | 22.94 | 0.00 | |
| 19-00217 | 01/17/19 | LINCS LINWOOD CLOCK SHOP | | Open | 285.00 | 0.00 | B |
| 19-00218 | 01/17/19 | PROTECT PROTECTION ONE ALARM | | Open | 256.50 | 0.00 | B |
| 19-00289 | 01/22/19 | EASTS EASTERN SIGN CO | | Open | 2,660.00 | 0.00 | |
| 19-00290 | 01/22/19 | SERVMAS SERVICEMASTER TO THE RESCUE | | Open | 895.00 | 0.00 | |
| 19-00294 | 01/22/19 | APCOINTE APCO INTERNATIONAL INC | | Open | 331.00 | 0.00 | |
| 19-00307 | 01/23/19 | CHOICE CHOICE ENVIR. SER. OF NJ, INC. | RESOLUTION #17-53-352 | Open | 60,001.32 | 0.00 | B |

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| PO # | PO Date | Vendor | PO Description | Status | Amount | Void Amount | PO Type |
|----------|----------|----------|---|--------|-----------|-------------|---------|
| 19-00308 | 01/23/19 | WASTM | WASTE MANAGEMENT OF NJ INC. Reso #17-53-352 | Open | 3,894.33 | 0.00 | B |
| 19-00312 | 01/23/19 | CHOICE | CHOICE ENVIR. SER. OF NJ, INC. Reso #17-53-351 | Open | 60,001.32 | 0.00 | B |
| 19-00313 | 01/23/19 | CHOICE | CHOICE ENVIR. SER. OF NJ, INC. Reso #17-53-352 | Open | 2,343.80 | 0.00 | B |
| 19-00315 | 01/23/19 | ACTIO | ACTION SUPPLY, INC. | Open | 50.00 | 0.00 | B |
| 19-00319 | 01/23/19 | CRYSTAL | CRYSTAL SPRINGS ACCOUNT #19747563378700 | Open | 158.75 | 0.00 | |
| 19-00330 | 01/23/19 | NJSLOM | NJ STATE LEAGUE OF LABOR AND PERSONNEL LAW UPDATE | Open | 90.00 | 0.00 | |
| 19-00351 | 01/30/19 | DEPT | DEPTCOR CONTRACTOR STICKERS FOR | Open | 655.25 | 0.00 | |
| 19-00355 | 01/30/19 | DEVLN | EDMUND F.X. DEVLIN, ESQ. RESOLUTION# 19-55-152 | Open | 3,292.66 | 0.00 | B |
| 19-00360 | 02/01/19 | EASTS | EASTERN SIGN CO | Open | 5,630.00 | 0.00 | |
| 19-00366 | 02/01/19 | CRYSTAL | CRYSTAL SPRINGS ACCOUNT #3378406 & 3368448 | Open | 160.95 | 0.00 | |
| 19-00376 | 02/01/19 | CRYSTAL | CRYSTAL SPRINGS ACCOUNT #1975146-3378740 | Open | 25.87 | 0.00 | |
| 19-00382 | 02/01/19 | TIX COM | TIX, INC. Resloution #19-55-148 | Open | 403.25 | 0.00 | B |
| 19-00384 | 02/05/19 | BATTISTI | BATTISTINI CONSULTING SERVICES PROFESSIONAL SERVICES FOR 2019 | Open | 2,479.00 | 0.00 | |
| 19-00385 | 02/05/19 | STEIN | MARK H. STEIN, ESQUIRE PROFESSIONAL SERVICES FOR 2019 | Open | 2,720.00 | 0.00 | |
| 19-00386 | 02/05/19 | GRITH | GRIFFITH & CARLUCCI, ESQUIRES PROFESSIONAL SERVICES FOR 2019 | Open | 3,696.00 | 0.00 | |
| 19-00387 | 02/05/19 | SCHEULE | SCHEULE PLANNING SOLUTIONS LLC PROFESSIONAL SERVICES 2019 | Open | 1,620.00 | 0.00 | |
| 19-00388 | 02/05/19 | SCHEULE | SCHEULE PLANNING SOLUTIONS LLC RES #18-55-031 | Open | 6,540.00 | 0.00 | |
| 19-00399 | 02/06/19 | CAPRI | CAPRIONI PORTABLE TOILETS, INC | Open | 50.00 | 0.00 | B |
| 19-00422 | 02/06/19 | CNS | CNS CLEANING CO., INC. RESOLUTION# 17-54-009 CC#17-04 | Open | 6,804.00 | 0.00 | B |
| 19-00423 | 02/06/19 | AQUATREA | AQUA-TREAT INC WATER MGMT. | Open | 1,350.00 | 0.00 | B |
| 19-00425 | 02/06/19 | CNS | CNS CLEANING CO., INC. RESOLUTION# 17-54-009 CC#17-04 | Open | 5,759.20 | 0.00 | B |
| 19-00426 | 02/06/19 | BLAST | APM BLAST TERMITE PEST CONTROL | Open | 1,659.00 | 0.00 | B |
| 19-00427 | 02/06/19 | SUNEYONE | SUNEY SOLAR OCEAN CITY ONE LLC 2019 MONTHLY PPA CHARGES | Open | 2,851.99 | 0.00 | B |
| 19-00446 | 02/13/19 | ALLTRAFF | ALL TRAFFIC SOLUTIONS | Open | 4,000.00 | 0.00 | |
| 19-00450 | 02/13/19 | SEASLE | CITY OF SEA ISLE CITY Reso #18-55-032 | Open | 1,100.00 | 0.00 | B |
| 19-00453 | 02/13/19 | FLUKEYLO | LORANINE FLUKEY | Open | 1,972.32 | 0.00 | |
| 19-00481 | 02/14/19 | NAOFFICE | NATIONAL OFFICE FURNITURE, INC Reso #19-55-132 | Open | 10,478.40 | 0.00 | |
| 19-00483 | 02/14/19 | SHERW | SHERWIN WILLIAMS #3760 Reso #19-55-132 | Open | 3,310.00 | 0.00 | |
| 19-00487 | 02/14/19 | CRYSTAL | CRYSTAL SPRINGS ACCOUNT# 1974633-3378444 | Open | 71.94 | 0.00 | |
| 19-00489 | 02/14/19 | NJAM2 | NEW JERSEY-AMERICAN WATER CO. 6TH ST SHUFFLEBOARD METER | Open | 1,500.00 | 0.00 | |
| 19-00498 | 02/22/19 | OCTHEATR | OCEAN CITY THEATRE COMPANY | Open | 3,648.50 | 0.00 | B |
| 19-00501 | 02/22/19 | FWWEBBCO | F.W. WEBB COMPANY Reso # 19-55-132 | Open | 7,982.63 | 0.00 | |
| 19-00510 | 02/22/19 | BLANEYKA | BLANEY & KARAVAN, PC | Open | 437.50 | 0.00 | B |
| 19-00512 | 02/22/19 | NJTRS | NJ TRANSIT 2019 BUS CARD & TICKET SALES | Open | 11,167.57 | 0.00 | |
| 19-00515 | 02/22/19 | CRYSTAL | CRYSTAL SPRINGS ACCT 3378729;14718356,11750002 | Open | 6.93 | 0.00 | |
| 19-00585 | 01/18/19 | SAM 1 | SAM'S CLUB/GEMB | Open | 158.21 | 0.00 | PC1 |
| 19-00606 | 03/05/19 | DEPT | DEPTCOR 49131 | Open | 2,781.00 | 0.00 | |
| 19-00612 | 03/05/19 | COOP2 | COOPER ELECTRIC SUPPLY COMPANY | Open | 4,836.00 | 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 | 1,425.69 | 0.00 | B |
| 19-00621 | 03/05/19 | DRAIN | DRAIN DOCTOR Explanantion Email Attached | Open | 11,328.91 | 0.00 | |
| 19-00623 | 03/05/19 | BLINDSPL | BLINDS PLUS CITY HALL OFFICES | Open | 1,483.00 | 0.00 | |
| 19-00631 | 03/05/19 | OCTC | OCEAN CITY TENNIS COURTS | Open | 600.00 | 0.00 | |
| 19-00639 | 03/05/19 | OUTFRONT | OUTFRONT MEDIA LLC | Open | 4,836.00 | 0.00 | B |
| 19-00642 | 03/05/19 | TRI-STAT | TRI-STATE DIAGNOSTICS CORP. | Open | 125.00 | 0.00 | B |
| 19-00643 | 03/05/19 | JRCJLLC | JRCJ, LLC REFUND | Open | 135.00 | 0.00 | |
| 19-00644 | 03/05/19 | ALTIMARI | JOHN & ADELE ALTIMARI REFUND | Open | 90.00 | 0.00 | |
| 19-00645 | 03/05/19 | WEISSJ | JOSEPH P WEISS REFUND | Open | 90.00 | 0.00 | |
| 19-00646 | 03/05/19 | FREDERIC | HARRY & DIANE FREDERICKS REFUND | Open | 135.00 | 0.00 | |
| 19-00649 | 03/05/19 | OCINVEST | OCEAN CITY INVEST, INC REFUND | Open | 135.00 | 0.00 | |
| 19-00650 | 03/05/19 | MILLERJ | JOANN & LEE MILLER REFUND | Open | 90.00 | 0.00 | |
| 19-00651 | 03/05/19 | STANLEYT | THADDEUS & SUZANNE STANLEY REFUND | Open | 135.00 | 0.00 | |
| 19-00654 | 03/05/19 | KILIBARD | VLADIMIR & GORDANA KILIBARDA REFUND | Open | 135.00 | 0.00 | |

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| PO # | PO Date | Vendor | PO Description | Status | Amount | Void Amount | PO Type |
|----------|----------|--|-------------------------------|--------|-----------|-------------|---------|
| 19-00655 | 03/05/19 | KARPATHI EMMANUEL & ORSULA KARPATIOS | REFUND | Open | 270.00 | 0.00 | |
| 19-00656 | 03/05/19 | ZINGOUNL ZINGO UNLIMITED, LLC | REFUND | Open | 135.00 | 0.00 | |
| 19-00657 | 03/05/19 | SEMBELLO ANTHONY SEMBELLO JR | REFUND | Open | 135.00 | 0.00 | |
| 19-00658 | 03/05/19 | GILLANDH HOWARD GILLAND | REFUND | Open | 135.00 | 0.00 | |
| 19-00659 | 03/05/19 | JOHNSONS SALLY & RONALD JOHNSON | REFUND | Open | 225.00 | 0.00 | |
| 19-00660 | 03/05/19 | FINNEGAN JAMES & CATHERINE FINNEGAN | REFUND | Open | 135.00 | 0.00 | |
| 19-00661 | 03/05/19 | CARROLLM MICHAEL CARROLL | REFUND | Open | 180.00 | 0.00 | |
| 19-00662 | 03/05/19 | SCOTTW WILLIAM SCOTT | REFUND | Open | 135.00 | 0.00 | |
| 19-00663 | 03/05/19 | DEMARTIN LORAPEARL DEMARTINI | REFUND | Open | 90.00 | 0.00 | |
| 19-00665 | 03/05/19 | RINEERS SALLY RINEER | REFUND | Open | 135.00 | 0.00 | |
| 19-00666 | 03/05/19 | DELOSSOJ JOSEPHINE DELOSSO | REFUND | Open | 135.00 | 0.00 | |
| 19-00667 | 03/05/19 | MAZZITE FRANK & CAROL MAZZITELLI | REFUND | Open | 270.00 | 0.00 | |
| 19-00668 | 03/05/19 | MARINACC NICOLE MARINACCIO | REFUND | Open | 135.00 | 0.00 | |
| 19-00669 | 03/05/19 | SCHOBERT GILBERT SCHOBERT | REFUND | Open | 135.00 | 0.00 | |
| 19-00670 | 03/05/19 | IMRISEKD DONALD & DENISE IMRISEK | REFUND | Open | 180.00 | 0.00 | |
| 19-00671 | 03/05/19 | DAGNEYT THOMAS DAGNEY | REFUND | Open | 135.00 | 0.00 | |
| 19-00672 | 03/05/19 | BUSSINGE CHRISTEL BUSSINGER | REFUND | Open | 90.00 | 0.00 | |
| 19-00673 | 03/05/19 | PMOINC PMO, INC | REFUND | Open | 90.00 | 0.00 | |
| 19-00674 | 03/05/19 | LEONARDJ JOHN LEONARD | REFUND | Open | 135.00 | 0.00 | |
| 19-00675 | 03/05/19 | FRENCHL LARRY & SANDRA FRENCH | REFUND | Open | 135.00 | 0.00 | |
| 19-00676 | 03/05/19 | HENRYF FRANCIS & MARIAN HENRY | REFUND | Open | 135.00 | 0.00 | |
| 19-00677 | 03/05/19 | MONTANER KRISTIN MONTANERO | REFUND | Open | 135.00 | 0.00 | |
| 19-00678 | 03/05/19 | PHILLIPL LESLIE PHILLIPS | REFUND | Open | 135.00 | 0.00 | |
| 19-00680 | 03/05/19 | RIDGEWAY MANFORD RIDGEWAY | REFUND | Open | 270.00 | 0.00 | |
| 19-00681 | 03/05/19 | ROSSIP PATRICK & DEBORAH ROSSI | REFUND | Open | 135.00 | 0.00 | |
| 19-00682 | 03/05/19 | BOETTGER WILLIAM & KAREN BOETTGER | REFUND | Open | 135.00 | 0.00 | |
| 19-00683 | 03/05/19 | DEVANEYC CHRISTOPHER & ELLEN DEVANEY | REFUND | Open | 180.00 | 0.00 | |
| 19-00684 | 03/05/19 | UTLEYN NANCY UTLEY | REFUND | Open | 135.00 | 0.00 | |
| 19-00685 | 03/05/19 | PRADYL LINDA PRADY | REFUND | Open | 90.00 | 0.00 | |
| 19-00686 | 03/05/19 | HOFFMANN MICHAEL HOFFMAN | REFUND | Open | 180.00 | 0.00 | |
| 19-00687 | 03/05/19 | DUZYS STAN DUZY | REFUND | Open | 135.00 | 0.00 | |
| 19-00689 | 03/05/19 | GRAPHIC GRAPHIC DESIGNS INTERNATIONAL | | Open | 913.56 | 0.00 | |
| 19-00697 | 03/07/19 | 77MEY CHRISTOPHER MEYER | | Open | 2,534.00 | 0.00 | |
| 19-00700 | 03/07/19 | BISCA BISCAYNE SUITES CONDO. ASSOC. | | Open | 3,678.08 | 0.00 | |
| 19-00711 | 03/08/19 | LUMBERMA LUMBERMAN ASSOCIATES | Reso #19-55-175 | Open | 57,561.60 | 0.00 | |
| 19-00712 | 03/08/19 | UNIVERS UNIVERSAL MEDIA, INC. | | Open | 63,357.17 | 0.00 | B |
| 19-00721 | 03/12/19 | WELLS005 WELLS FARGO REAL ESTATE TAX | TAX OVERPAYMENT REFUND 2019-4 | Open | 3,437.07 | 0.00 | |
| 19-00726 | 03/12/19 | GARDE GARDEN STATE HIGHWAY PROD. INC | Reso #19-55-132 | Open | 9,436.96 | 0.00 | |
| 19-00742 | 03/12/19 | SCHARFFR RYAN SCHARFF | | Open | 383.83 | 0.00 | |
| 19-00755 | 03/19/19 | FOVEONIC FOVEONICS DOCUMENTS SOLUTIONS | CONVERSION SERVICES | Open | 25,704.63 | 0.00 | |
| 19-00760 | 03/19/19 | ENCORESE ENCORE SERIES INC | | Open | 2,000.00 | 0.00 | |
| 19-00762 | 03/19/19 | BARTA MIKE BARTA & SONS INC. | AIRPORT FUEL FARM RENOVATION | Open | 851.13 | 0.00 | |
| 19-00763 | 03/19/19 | BARTA MIKE BARTA & SONS INC. | AIRPORT FUEL TRUCK REPAIRS | Open | 754.75 | 0.00 | |
| 19-00764 | 03/19/19 | SHOREENT SHORE ENTERTAINMENT LLC | OC SKATE PARK | Open | 350.00 | 0.00 | |
| 19-00770 | 03/19/19 | IDENTITY IDENTITY GEAR | | Open | 1,409.36 | 0.00 | |
| 19-00773 | 03/19/19 | SENTI SENTINEL LEDGER | 2019 SENTINEL SUBSCRIPTIONS | Open | 504.00 | 0.00 | |
| 19-00776 | 03/19/19 | YOUNM MICHELLE PIERCE-YOUNG | | Open | 25.00 | 0.00 | |
| 19-00777 | 03/19/19 | CALLE CARLO CALLE | | Open | 387.84 | 0.00 | |
| 19-00778 | 03/19/19 | MCAA MCAA OF NEW JERSEY | | Open | 270.00 | 0.00 | |
| 19-00779 | 03/19/19 | OPHIL OCEAN PLACE RESORT AND SPA | | Open | 378.00 | 0.00 | |
| 19-00781 | 03/19/19 | OCCHA O.C. REGIONAL CHAMBER OF | | Open | 8,000.00 | 0.00 | |
| 19-00783 | 03/19/19 | COPIE COPIERS PLUS, INC. | | Open | 117.00 | 0.00 | |
| 19-00793 | 03/19/19 | FIRSS FIRE & SAFETY SERVICES, LTD. | 18-54-026 / 19-55-123 | Open | 15,024.22 | 0.00 | |
| 19-00802 | 03/21/19 | LEHOTZKY ANDREW LEHOTZKY | REFUND | Open | 135.00 | 0.00 | |

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| PO # | PO Date | Vendor | PO Description | Status | Amount | Void Amount | PO Type | |
|------------------------|----------|---|--------------------------------|--------|--------------------|--------------|--------------------|------|
| 19-00803 | 03/21/19 | COLLOMA AGNES G COLLOM | REFUND | Open | 135.00 | 0.00 | | |
| 19-00804 | 03/21/19 | MCKENNAE ELAINE MCKENNA | REFUND | Open | 135.00 | 0.00 | | |
| 19-00808 | 03/21/19 | STANDERG THE STANDER GROUP, INC. | RESOLUTION 19-55-208 | Open | 12,500.00 | 0.00 | | |
| 19-00809 | 03/21/19 | PORT- PORT-O-CALL HOTEL | | Open | 912.00 | 0.00 | | |
| 19-00811 | 03/21/19 | INSTITUT INSTITUTE FOR FORENSIC | | Open | 950.00 | 0.00 | | |
| 19-00813 | 03/21/19 | CONNELL CONNELL CONSULTING LLC | | Open | 357.00 | 0.00 | | |
| 19-00814 | 03/21/19 | BINSI BERBEN INSIGNIA CO. | | Open | 251.00 | 0.00 | | |
| 19-00815 | 03/21/19 | LANDS LANDSMAN UNIFORMS, INC. | RES #17-53-329 | Open | 800.85 | 0.00 | | |
| 19-00816 | 03/21/19 | MIDA MID-ATLANTIC LAW ENFORCEMENT | | Open | 700.00 | 0.00 | | |
| 19-00817 | 03/21/19 | OCCHA O.C. REGIONAL CHAMBER OF | | Open | 6,000.00 | 0.00 | | |
| 19-00822 | 03/21/19 | VCI VCI, EMERGENCY VEHICLE SPEC. | 19-55-124 | Open | 150.00 | 0.00 | | |
| 19-00823 | 03/21/19 | S NJEMS SOUTHERN NEW JERSEY EMS | | Open | 600.00 | 0.00 | | |
| 19-00825 | 03/21/19 | 740CROWL MATTHEW CROWLEY | | Open | 111.96 | 0.00 | | |
| 19-00826 | 03/21/19 | FBI-EPA FBI NAA E. PA CHAPTER | | Open | 200.00 | 0.00 | | |
| 19-00998 | 03/27/19 | ALLRISK ALL RISK, INC. | BUILDING RESTORATION (AFC) | Open | 115,702.78 | 0.00 | | |
| 19-01001 | 03/27/19 | MGL MGL PRINTING SOLUTIONS | HOMESTEAD BENEFIT TAX BILLS | Open | 156.00 | 0.00 | | |
| 19-01002 | 03/27/19 | PRESS THE PRESS | 2019 ADVERTISING | Open | 8.82 | 0.00 | | |
| 19-01003 | 03/27/19 | 730MCELW MARK G. MCELWEE JR. | 2019 LIFE GUARD PENSION | Open | 7,720.71 | 0.00 | | |
| 19-01005 | 03/27/19 | HEW WEN ZHEN HE | REFUND | Open | 135.00 | 0.00 | | |
| 19-01006 | 03/27/19 | HEW WEN ZHEN HE | REFUND | Open | 225.00 | 0.00 | | |
| 19-01008 | 03/27/19 | CREAM CREAM RIDGE ENVIRONMENTAL INC. | | Open | 7,900.00 | 0.00 | | |
| 19-01015 | 03/29/19 | PHOENIXA PHOENIX ADVISORS, LLC | 2019 FINANCIAL SERVICES DEBT | Open | 4,000.00 | 0.00 | | |
| 19-01021 | 04/03/19 | AVALL AVALON LIMOUSINE SERVICE | | Open | 330.00 | 0.00 | | |
| 19-01028 | 04/03/19 | WEMAKEIT WE MAKE IT PERSONAL | | Open | 224.00 | 0.00 | | |
| 19-01055 | 04/08/19 | JERSEYST JERSEY STRING BAND | Doo Dah Parade performance | Open | 1,500.00 | 0.00 | | |
| 19-01062 | 04/08/19 | BAILEYSE SEAN BAILEY | RELEASE OF MAINTENANCE | Open | 170.88 | 0.00 | | |
| 19-01063 | 04/08/19 | ZOZAYA JANINE ZOZAYA | RELEASE OF PERFORMANCE GUARANT | Open | 19,131.60 | 0.00 | | |
| 19-01064 | 04/08/19 | BETTERHO BETTER HOMES BUILDING PRODUCTS | RELEASE OF PERFORMANCE GUARANT | Open | 5,387.50 | 0.00 | | |
| 19-01065 | 04/08/19 | LIGHTHOU LIGHTHOUSE DEVELOPERS, LLC | RELEASE OF PERFORMANCE GUARANT | Open | 26,388.00 | 0.00 | | |
| 19-01066 | 04/08/19 | CATER CATERINA SUPPLY COMPANY | | Open | 191.35 | 0.00 | | |
| Total Purchase Orders: | | 188 | Total P.O. Line Items: | 0 | Total List Amount: | 3,752,242.52 | Total Void Amount: | 0.00 |

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CITY OF OCEAN CITY
Check Register By Check Id

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Issued & Released outside of Bill List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 96376 to 96377
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 | Ref Num |
|----------|------------|------------------------------------|-------------|----------------------------------|--------------|-----------------|--------------|
| PO # | Item | Description | | | | Contract | Ref Seq Acct |
| 96376 | 03/29/19 | MUNICAPI MUNICIPAL CAPITAL FINANCE | | | | | 4656 |
| 19-00353 | 1 | 2019 COPIER LEASE 1ST INSTALL | 19,980.00 | 9-01-20-625-223 | Budget | | 1 1 |
| | | | | FINANCIAL MGMT/CITY WIDE COPYING | | | |
| 19-00353 | 2 | 2019 COPIER LEASE 1ST INSTALL | 1,215.12 | 9-01-20-625-223 | Budget | | 2 1 |
| | | | | FINANCIAL MGMT/CITY WIDE COPYING | | | |
| | | | 21,195.12 | | | | |
| 96377 | 03/29/19 | COOC CITY OF OCEAN CITY | | | | | 4657 |
| 19-01019 | 1 | TO FUND MERCHANT SERVICE FEES | 25,000.00 | 9-01-20-625-250 | Budget | | 1 1 |
| | | | | FINANCIAL MGMT/MERCHANT FEES | | | |

| | | | | |
|-----------------|-------------|-------------|--------------------|--------------------|
| Report Totals | <u>Paid</u> | <u>Void</u> | <u>Amount Paid</u> | <u>Amount Void</u> |
| Checks: | 2 | 0 | 46,195.12 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | <u>2</u> | <u>0</u> | <u>46,195.12</u> | <u>0.00</u> |