

ORDINANCE NO. 19-09

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER XXV, ZONING AND LAND DEVELOPMENT OF
THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY
(Driveways, Elimination of Concrete Parking Strips, Grass Block Pavers)

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

Section 17-2.5 Sidewalks, Driveways and Flat Work of Volume I of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

17-2.5 Sidewalks, Driveways and Flat Work.

The construction, reconstruction, repair or alteration of any sidewalk, driveway or flat work shall conform to the following requirements:

- a. *Materials and Methods of Construction.* Concrete utilized for any construction, reconstruction, repair or alteration of sidewalks, driveways or flat work shall be as specified in subsection 17-2.4c. of this section. Methods of construction shall conform to Section 606 of the Standard Specifications. The sidewalk subgrade shall be compacted prior to the placement of any sidewalk. Any unsuitable material encountered in the subgrade shall be removed and replaced with suitable material acceptable to the City Engineer or his designee.
- b. *Construction Details.* Where concrete is used, Ssidewalks and flat work shall have a minimum concrete thickness of four (4") inches. In all areas with vehicular traffic (driveways, aisles, aprons, and sidewalks that are part of a driveway), except where the sidewalk is part of a driveway in which case the minimum concrete thickness shall be six (6") inches. The City Engineer or his designee may require reinforcement if unsuitable ground conditions are encountered. Minimum sidewalk width shall be six (6') feet except in those blocks or areas where partially developed sidewalks of lesser or greater widths exist. In those situations the City Engineer or his designee may permit or require such other widths to conform to the adjacent sidewalks. That portion of the driveway from the ~~interior~~ property line to the street shall have a minimum thickness of six (6") inches and shall be constructed of concrete. ~~All driveways shall be reinforced with welded wire fabric (minimum 6x6), fiber mesh, or an equivalent approved by the City Engineer or his designee.~~ The width of the driveway shall be in accordance with Section 25-1700.11.3 or 25-1700.11.10. Expansion joints shall be installed at intervals not exceeding twenty (20') feet. Preformed bituminous cellular joint fillers one-half (1/2") inch thick shall be placed in the expansion joints. Formed joints shall be cut into the concrete sidewalk between the expansion joints at equal intervals not exceeding the width of the sidewalk.
- c. *Lot Coverage by Impervious Surface.* Impervious surface coverage for any lot is limited to the maximum permitted in the Zoning Ordinance for the applicable zone.
- d. *New Sidewalk.* All new sidewalks shall be constructed along full street and avenue frontage of new residential or commercial development.
- e. *Time Frame.* All removed or destroyed sidewalk shall be replaced within forty-eight (48) hours.

(Ord. #26-79, § 4; Ord. #94-19, § 4; Ord. #11-10, § 6)

Section 2

Section 25-107, Definitions of Chapter XXV "Zoning and Land Development" of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

~~*Impervious Surface* (as applied to all single family detached dwelling units in the Gardens R-1 Neighborhood Zones) shall mean any natural or manmade surface that does not permit the infiltration of water, including all principal and accessory buildings, decks at the same and below the elevation of the first finished floor in the rear yard of waterfront lots, porches,~~

~~swimming pools, driveways, sidewalks, patios and parking areas, constructed of gravel, crushed stone or crushed shells, pavers, asphalt or concrete, areas underlain with plastic sheeting, and other materials determined by the City Engineer. Permeable landscaped areas in a natural state, vegetated, mulched or landscaped with stone such as river rock over a porous weed barrier, shall not be counted as impervious surface. Impervious Surface does not include retaining walls eight inches (8") or fewer in width below eap width.~~

Section 3

Section 25-203.5 Prohibited Uses and Structures in All Zones of Chapter XXV "Zoning and Land Development" of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby revised as follows.

25-203.5 Prohibited Uses and Structures in All Zones.

The following uses and structures are prohibited in all zone districts, except as noted:

- a. Any use which emits excessive or objectionable amounts of dust, fumes, noise, odors, smoke, vibrations or waste products.
- b. The selling, offering for sale, displaying or advertisement of any food, merchandise, commodity, goods or wares on vacant or unimproved lots.
- c. Storage trailers located on a lot for more than ninety (90) days, unless approved as part of a site plan application. This prohibition shall not apply to "Manufactured Homes" as defined in NJS 40:55D-102, or to trailers used as classrooms.
- d. Junk yards.
- e. Floating homes.
- f. Incinerators.
- g. Stairs above the first floor on the side of a building visible from the public right-of-way. This prohibition does not apply to emergency or secondary egress required by the building code.
- h. Unenclosed/unroofed commercial refrigerators and freezers.
- i. Keeping non-domestic animals or livestock. This shall not include bees and pets such as cats, dogs, fish and other domestic pets which typically live inside a home.

j. Paved driveway strips.

(Ord. #89-8, §3; Ord. #02-19; Ord. #08-12, §2; Ord. #2015-12 §2)

Section 4

Section 25-300.8.2 Stormwater Recharge and Impervious Surface Coverage of Chapter XXV "Zoning and Land Development" of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby repealed in its entirety.

25-300.8.2 ~~Stormwater Recharge and Impervious Surface Coverage.~~

~~—Impervious surface coverage allowances may be offset a maximum of five percent (5%) above the maximum impervious surface coverage limits established in Section 25-209.1 of this Ordinance in certain instances provided the developer designs and constructs an underground recharge system approved by the City Engineer, Planning Board Engineer, or Zoning Board Engineer, as appropriate. Prior to issuance of a Zoning Permit or final approval of an application for development, the recharge system must be designed by a licensed New Jersey Engineer and approved by the City Engineer, Planning Board Engineer, or Zoning Board Engineer, as appropriate. Prior to occupancy of a Certificate of Occupancy for the subject premises, the design engineer must provide written certification that the system has been constructed and will function as designed and approved; and the applicant/owner shall certify that the maintenance program and schedule will be adhered to. (Ord. #02-19; Ord. #02-36, §10; Ord. #03-12, §6; Ord. #04-13, §5)~~

Section 5

Section 25-300.12.4, Off-Street Parking of Chapter XXV "Zoning and Land Development" of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

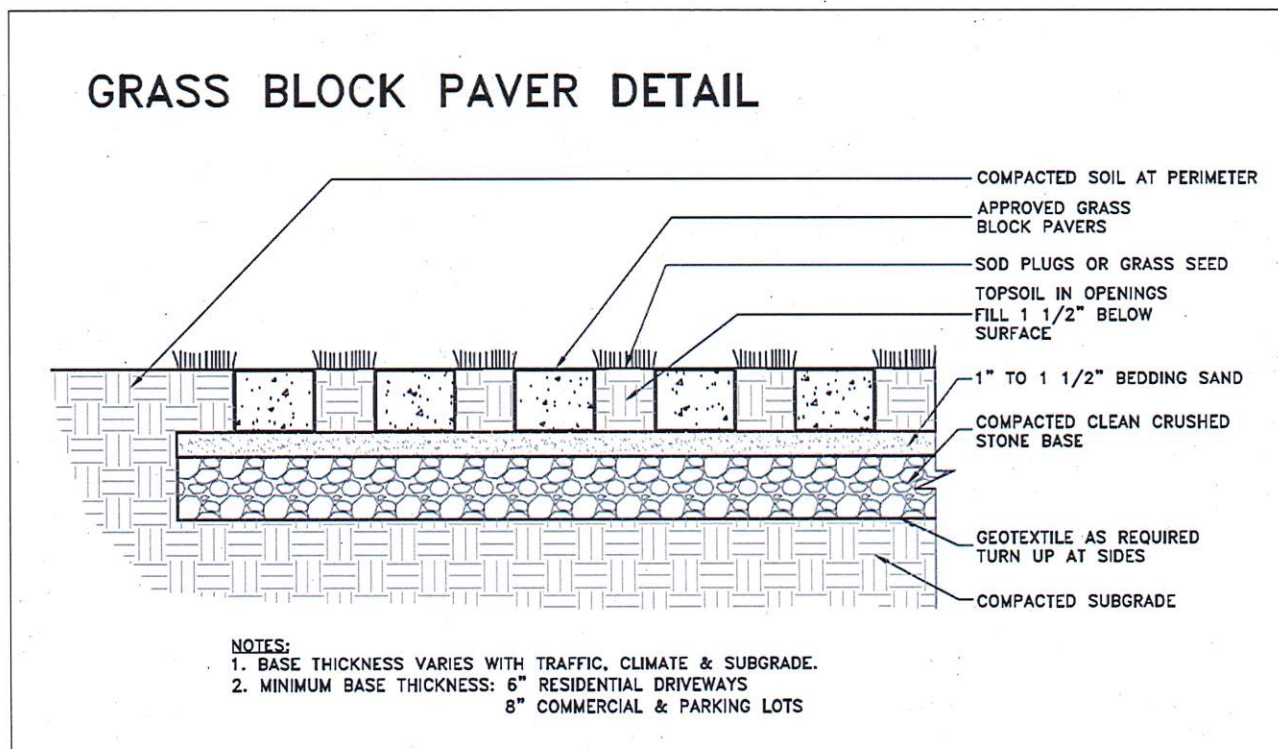
25-300.12.4 Off-Street Parking.

a. *General.* Off-street parking spaces shall be provided as further specified in this Ordinance. All off-street parking spaces, except for those accessed from an alley, including passageways, driveways and turning areas shall be provided with a dustless, durable, all-weather **pavement** parking surface clearly marked for parking spaces and adequately drained in accordance with Section 25-1700.22 of this Ordinance. Parking spaces accessed from an alley may utilize crushed stone, crushed shell, porous paving, paver blocks or other materials as may be found suitable by the City. Driveway aprons are required pursuant to subsection 25-1700.11.9 and Section 25-1700.12 of this Ordinance.

Subsections b – i unchanged.

j. Grass Block Pavers. With approval from the City Engineer or his designee grass block pavers may be installed for driveways and parking areas to offset impervious surface coverage up to fifty (50) percent of the open area specified by the manufacturer. [For example, 1,000 SF of grass block pavers may be calculated as 500 SF of impervious surface coverage based upon the manufacturer's specifications.] Acceptable grass block pavers include *Techo Bloc Aquastorm*, *Nicolock Checker Block*, *Nicolock Turfstone*, and *Grasscrete* or approved equal.

- Prior to issuance by the City of a permit or final approval of a development application involving grass block pavers, the paver block design prepared by a licensed New Jersey Engineer shall be approved by the City Engineer or his designee.
- Paver blocks shall be installed in accord with manufacturer's specifications and as approved by the City Engineer or his designee.
- Pavers shall be grass filled with either sod plugs or, a minimum two (2) inches of screened topsoil, fertilizer and grass seed.
- The following diagram provides guidance regarding installation of grass block pavers that may be superseded by manufacturer's specifications the City Engineer or his designee.



5. Prior to acceptance of the completed paver installation, or issuance of a Certificate of Occupancy, the site shall be inspected and approved by the City Engineer or his designee. *Reserved.*

Section 6

Section 25-1700.11.4 Driveways in Parking Areas of Chapter XXV “Zoning and Land Development” of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

25-1700.11.4 Driveways in Parking Areas.

No driveway to or from a parking area serving a multi-family, commercial or mixed-use development shall be located closer than thirty-five feet (35') from the nearest right-of-way line of an intersecting intersection-collector or arterial street. However, any major use such as shopping center or office complex, which in the opinion of the Planning Board will generate large traffic volumes, shall not be located closer than one hundred feet (100') from the nearest right-of-way line of an intersecting intersection of a-collector or arterial street.

Section 7

Section 25-1700.11.10 Access Drives for Single- and Two-Family Dwellings of Chapter XXV “Zoning and Land Development” of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

25-1700.11.10 Access Drives for Single- and Two-Family Dwellings.

Access drives for single- and two- (2-) family dwellings shall have a minimum width of nine feet (9') and utilize concrete aprons without curb returns regardless of size or location.

a. *Alley Lots.* Driveway access shall be from the alley for all lots adjoining an alley. Such drives shall have a maximum width of thirty feet (30').

b. *Non-Alley Lots.* For lots having no rear yard access, such as lagoon lots, beach front lots and other lots not accessible from an alley, maximum driveway width shall be twenty-four feet (24').

c. All such drives shall conform to the setback and impervious coverage requirements of this Ordinance, ~~and be p~~

d. Paved driveways shall comply with as provided by Section 25-1700.9 of this Ordinance.

e. Driveways designed with grass block pavers shall comply with Section 25-300.12.4j of this Ordinance.

Section 8

Section 25-1700.22.2, Standards of Chapter XXV “Zoning and Land Development” of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

25-1700.22.2 Standards.

Parking areas, passageways, and driveways accessed from a street shall be designed with a dustless, durable, all-weather pavement parking surface as approved by the City Engineer or his designee and surfaced with a properly designed, durable, all-weather pavement of either bituminous concrete or Portland cement concrete and clearly marked for parking spaces. Parking areas accessed from an alley may utilize crushed stone, crushed shell, porous paving, paver blocks or other materials as may be found suitable approved by the City Engineer or his designee.

a. Parking areas for less than fifty (50) cars, which the Planning Board (or Zoning Board of Adjustment) determines are not likely to be utilized by truck traffic or drive-up window service, may be paved with two inches (2") of pavement, Type FABC-1 over a six inch (6") gravel base, all in accordance with the specifications contained in Section 25-1700.25, or surfaced with grass block pavers pursuant to Section 25-300.12.4j of this Ordinance.

1. Rigid Portland cement concrete pavement may be utilized at the option of the applicant who shall submit pavement details for review.
- b. In parking areas for fifty (50) or more cars, access drives and aisles, which the Planning Board determines are likely to be utilized by trucks or unusually high traffic volumes, shall provide paving in accordance with the requirements for streets other than local streets set forth in Section 25-1700.25 of this Ordinance.
- c. No more than one (1) two-way access drives or two (2) one-way access drives shall be permitted on any street for an individual development site.
- ~~d. Where possible, access drives shall not be located closer than fifty feet (50') from the nearest right-of-way line of an intersecting street.~~

Section 9

Section 25-1700.45.3 Restrictions on Landscaping Stones of Chapter XXV “Zoning and Land Development” of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

25-1700.45.3 Restrictions on Landscaping Stones.

a. Subsequent to the effective date of this Ordinance landscaping stones on all development as defined herein, shall be regulated as follows:

1. ~~No~~ Landscaping stone ~~is not permitted shall be located~~ in ~~the that~~ area between the sidewalk and curb.;
- ~~2. Landscaping stone may be used in rear yard areas between the parking strips only, not adjacent to a public street, subject to the provisions contained in subsection 25-1700.45.3 of this Ordinance.~~
2. Landscaping stones ~~shall are not be~~ permitted in the front yard ~~and/or~~ side yard.
3. ~~All~~ Landscaping stones ~~located in the rear yard~~ shall be ~~contained by permanent edging and~~ placed over filter fabric. ~~and any use of p~~Plastic or other impermeable material as a weed barrier is prohibited.
4. Landscaping Sstone size shall be between one inch (1") and three inches (3") in diameter.

(Ord. #88-45, §3; Ord. #89-8, §8; Ord. #08-12, §7; Ord. #09-28, §8)

Section 10

Chapter XXX Schedule L Planning, Zoning and Flood Board Application and Escrow Fees of Chapter XXV “Zoning and Land Development” of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

[No change to lines 1-34.]

	Application Fee	Escrow Fee
35. Review of Grading Plan or Grass Block Pavers Recharge System by Engineering Office	\$75.00 <u>\$150.00</u>	\$500.00

[No change to lines 36-37.]

Section 11

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

Section 12

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 this Ordinance which shall remain in full force and effect.

Section 13

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 XXrd day of May, 2019, and was taken up for a second reading and final passage at a meeting of said Council held on the XXth day of June, 2019, in Council Chambers at City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

Melissa Rasner, City Clerk

Ordinance summary

Section 1 – Grass paver blocks are introduced as an option for driveway construction, and are differentiated from concrete driveways.

Section 2 – The definition of Impervious Coverage (as applied to the Gardens) is repealed. The remaining Impervious Coverage definition will apply city-wide.

Section 3 – “Paved driveway strips” are added to the list of Prohibited Uses and Structures.

Section 4 – This section repeals the five (5) percent impervious coverage bonus associated with stormwater recharge systems.

Section 5 – Specifications for grass block pavers are added to the off-street parking requirements.

Section 6 – This section modifies the separation requirements for driveways in proximity to collector and arterial streets.

Section 7 – As an option, driveways for residential use may be constructed with grass block pavers.

Section 8 – As an option, parking lots with less than fifty (50) cars may be constructed with grass block pavers.

Section 9 – Consistent with the prohibition of driveway strips, the provision allowing landscape stone between driveway strips is repealed.

Section 10 – Schedule L is revised to repeal the “stormwater recharge system”; “grass block pavers” is added; escrow fee is repealed; application fee is increased to \$150.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

1

**AUTHORIZING THE ADVERTISEMENT & SPECIFICATIONS FOR
CITY CONTRACT #19-22, INSTALLATION OF OBSTRUCTION
LIGHTING AT THE OCEAN CITY MUNICIPAL AIRPORT**

WHEREAS, the City of Ocean City, New Jersey desires to participate in the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for the Ocean City Municipal Airport; and

WHEREAS, the Federal Aviation Administration (FAA); Airport Improvement Program (AIP) requires that the City of Ocean City obtain the pricing by a sealed competitive bid process for the grant application; and

WHEREAS, the City of Ocean City, New Jersey is dependent on obtaining the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant to fund City Contract #19-22, Installation of Obstruction Lighting at the Ocean City Municipal Airport; and

WHEREAS, the City of Ocean has contracted with CDI Infrastructure, LLC to act as the Engineering/Consultant for the Ocean City Municipal Airport; and

WHEREAS, CDI Infrastructure, LLC has prepared specifications for City Contract #19-22, Installation of Obstruction Lighting at the Ocean City Municipal Airport; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement & specifications for City Contract #19-22, Installation of Obstruction Lighting at the Ocean City Municipal Airport contingent upon obtaining funding from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for the project.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, May 29, 2019 with the bid proposal opening scheduled on Tuesday, June 25, 2019 and an anticipated date of award is contingent upon FAA Grant funding.

Files: RAU 19-22 obstruction lighting OCMA.doc

Offered by Seconded by

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

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

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

2

AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY & CENTER STAGE ENTERTAINMENT, INC. FOR 2020 1ST NIGHT ACTIVITIES

WHEREAS, the City of Ocean City has a need to provide entertainment and activities for the City’s 1st Night Celebration; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have said activities and the City of Ocean’s 1st Night Celebration which benefits the residents and visitors to the City; 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, Center Stage Entertainment, Inc. has provided equipment and services for various entertainment venues in the past for the City of Ocean City; and

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael J. Hartman, Director of Special Events; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the request for entertainment equipment and services from Center Stage Entertainment, Inc. for entertainment services and equipment for the City of Ocean City’s 1st Night Celebration and recommend that Center Stage Entertainment, Inc. be awarded an alternative non-advertised method contract for ongoing entertainment needs; and

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

WHEREAS, Center Stage Entertainment, Inc. has submitted a Business Entity Disclosure Certification which certifies that Center Stage Entertainment, 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 year period, and that the contract will prohibit Center Stage Entertainment, Inc. from making any contributions through the term of the contract; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised contract with **Center Stage Entertainment, Inc., 902 West Laurel Road, Lindenwold, NJ 08021** be awarded as follows:

- 1. Supply of entertainment services and equipment for various events in the calendar year 2019.
- 2. Expended to Date \$ 0.00
- 3. Requisition Awaiting Approval \$ 25,450.00
Total Dollars Spent to Date \$ 25,450.00
- 4. Center Stage Entertainment, Inc. during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a Purchase Order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a Purchase Order for said service.
- 5. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

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

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 Center Stage Entertainment, Inc., 902 West Laurel Road, Lindenwold, NJ 08021 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to the appropriate accounts as Purchase Orders are issued. The estimated annual contract value is not to exceed \$40,000.00 (1st Night 2020 Entertainment-\$25,450.00 – T-12-56-173-036).

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

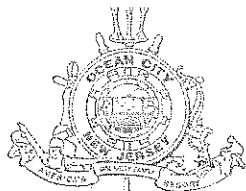
Files: RAW 19 Non Advertised Center Stage Entertainment 2020 1st Night.doc

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



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

Date: May 6, 2019

To: Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Center Stage Entertainment for First Night 2020

I have reviewed the four contracts from Center Stage Entertainment for services provided on First Night. Center Stage Entertainment provided the skate rink, a DJ for the skate rink, Dan Cain a mentalist, and a DJ/Karaoke equipment. All of these items were part of first night last year. They were all well attended attractions. The total cost of all of the contracts total \$25,450. This cost will be offset by selling admission buttons to the event. I recommend approval of all four contracts.



Center Stage Entertainment, Inc.
902 West Laurel Road Lindenwold, NJ 08021

License Agreement

Between

Center Stage Entertainment Inc. (Grantor)

First Night Ocean City NJ

Michael Allegretto (Purchaser)

1. **Grantor:**
Center Stage Entertainment, Inc.
902 West Laurel Road
Lindenwold, NJ 08021
856-783-7300
2. **Purchaser: Michael Allegretto**
First Night Ocean City NJ
861 Asbury Avenue
Ocean City, NJ 08226
3. **Location:**
Intermediate School (Cafeteria)
4. **Term:** 1 day, December 31, 2019
Time: 4:00pm-9:00pm
5. **Cost: \$18,600.00**
to include:
 - a. Ice Rink 44'x 88'
 - b. Fees include all destination fees, delivery, & setup charges.
6. **Use:** The premises shall be used solely for the operation of synthetic ice rink and for no other purpose
7. **Ice Rink RULES:**

It is agreed by and between the parties hereto that the Rules and Regulations of the ice rink hereby made part of this rental agreement, and receipt of the said Rules and Regulations is hereby acknowledged. Violation of any of the rules and regulations by any skater, spectator or employee of the said purchaser shall prohibit future use of the ice rink by that person or employee.

All Year Sports Galaxy, LLC will provide commercial general liability insurance for ice rink operation only for the term listed above. General aggregate \$2,000,000.00; Personal injury \$1,000,000.00; Fire damage \$3000,000.00; Med Exp \$5,000.00; All Year Sports Galaxy, LLC will include the name of Purchaser & Grantor on the General Liability insurance certificate. Workers compensation insurance will be provided for All Year Sports Galaxy employees only. Automobile insurance will be provided the day of the event.

- a. Rental Skates are free of charge -- 100 pairs +
- b. All Year Sports Galaxy, LLC will supply benches, rubber floors, fencing -- free of charge.
- c. All Year Sports Galaxy, LLC operators will sharpen all AYSG skates as needed. Skate sharpening machine will be available at the event.
- d. Stage quality fog or snow machine will be provided at the event
- e. Stage quality lights and music system will be available at the event.
- f. Two-Three professional rink attendants will be operating each rink. AYSG shall perform its obligation in a professional quality workman-like manner.

8. Purchaser represents:

- a. All skaters will be signing a waiver before they will get skates and go on ice
- b. Purchaser shall provide an even, flat, level, hard area for installation of the rink
- c. Accessible (10'-25' from ice location) with a 24ft truck property for installation of the ice rink during installation and removal only. Minimum of 4' door or double doors must be provided by Purchaser. Failure to provide such access will include extra fees. Installation with a need to carry any stairs will carry extra fees.
- d. Appropriate electric supply must be provided by Purchaser. (5000W)

9. Payments:

FIRST NIGHT OCEAN CITY NJ shall pay: \$18,600.00 to **CENTER STAGE ENTERTAINMENT INC.**

a 50% Deposit (\$9,300.) is due with the return of the contract and is **non-refundable**. The balance (\$9,300.) shall be paid no later than December 31, 2019

10. Cancellation: If cancellation occurs after **October 1, 2019** First Night Ocean City NJ agrees to pay **100% of contract fees**.

The Rules and conditions have been reviewed and approved by the parties and are incorporated into, and made a part of, this License Agreement by reference.

The parties hereunto set their hands this ____Day of _____, 2019

By: _____ (Purchaser)

By: _____ (Grantor)

Rider for ice rink rental between First Night Ocean City NJ and Center Stage Entertainment, Inc.

1. Date/s of the event: - Date/s for the event must be agreed in advance and signed agreement must be sent to Center Stage Entertainment (via fax, email or regular mail) before the due date stated in the contract/agreement. All contracts/agreements received after the due date will be considered, but not guaranteed. Changing date/s is possible - must be in writing, at least 2 weeks before original date, depends on availability, extra charges involved.

2. Location and delivery to location: - All ice rink quotes based on basic delivery to ice rink location. (must be within 25' from truck location, no steps, incline, obstacles from truck to ice rink installation location) - If location of ice rink installation is different from above, extra work must be done and will bring extra expense and costs. Please contact Center Stage Entertainment representative for more information about each additional costs. (steps, incline, extra distance, obstacles, ext...) A real map will be needed for calculations of extra fees.

4. Cancellations:

- cancellations must be done in the timely manner as is stated in the contract.

Signed : By: _____ (Purchaser) Agree on terms and conditions of this contract and Rider.



902 West Laurel Road, Lindenwold, NJ 08021
856-783-7300 fax 856-783-1337 web CenterStageEnt.com

CENTER STAGE
ENTERTAINMENT

This agreement executed on behalf of the undersigned Artist and Purchaser shall constitute a contract for the personal services of the Artist to provide entertainment for the Purchaser according to the following terms and conditions.

Place - **Ocean City High School - - Ocean City, NJ**

Date(s) - **Tuesday, December 31, 2019**

Hours - **7:00 PM to 10:00 PM**

Gross Price - **\$850.00**

Method of Payment - **The total fee of \$850.00 payable to CENTER STAGE ENTERTAINMENT, INC. shall be paid no late than December 31, 2019.**

Remarks - Act to be self contained include sound and video equipment for karaoke

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God or any other legitimate reason beyond their control.
2. In the event that the Artist is unable to perform, the Agency, in its sole discretion, is authorized by the Purchaser, to substitute all or part of the Artist with comparable replacement(s), said substitute Artist shall be paid in accordance with the terms hereof.
3. The parties agree that the Artist is contracting as a self-employed independent contractor and the Agency assumes no liability for any wrongful acts, loss or damage to persons or property that the Artist may cause, or which may occur to the person or property of the Artist.
4. **Except in the instance of non-performance of the Artist, the DEPOSIT paid by the purchaser as specified above is NON-REFUNDABLE .**
5. If any party is forced to litigate any matters contained herein, the prevailing party shall recover attorneys fees and court costs.
6. It is understood by all parties that **CENTER STAGE ENTERTAINMENT, INC.** (Agency) is the acknowledged exclusive booking agent for the Artist for all its engagements with the Purchaser, and that the Purchaser and Artist shall not schedule any engagements between themselves, except through the Agency, for a period of eighteen (18) months from the last date of performance. For each and every violation of the provision, the purchaser and Artist jointly and severally, agree to pay the Agency its customary placement fee as payable in the circumstances.
7. The balance of the contracted fee is due on or before the day of the event. A \$50 late fee will be imposed for payment after the day of the event. A \$50 fee and collection costs will be added to the balance due for all NSF/returned checks.

I UNDERSTAND THE ABOVE CONTRACT AND HAVE RECEIVED A DUPLICATE OF THE CONTRACT

First Night Ocean City

Michael Allegretto-Purchaser

609-602-4585

Signature of Authorized Representative(s)

Approved for Center Stage Entertainment, Inc.

BY: **Alex Glover**

Signature of Authorized Agent _____

Licensed by the Division of Consumer Affairs, State of New Jersey - License#BW0308400

CONTRACT#144747

FOR OFFICE USE ONLY

Check#:	Amount:
---------	---------



902 W Laurel Road, Lindenwold, NJ 08021
856-783-7300 fax 856-783-1337 web centerstageent.com

CENTER STAGE
ENTERTAINMENT

This agreement executed on behalf of the undersigned Artist and Purchaser shall constitute a contract for the personal services of the Artist to provide entertainment for the Purchaser according to the following terms and conditions.

Place - **Ocean City Community Center - 1735 Simpson Avenue - Ocean City, NJ**

Date(s) - **Tuesday, December 31, 2019| 6:00 PM to 10:45 PM**

Gross Price - **\$4,850.00**

Method of Payment - **A deposit of \$2,425.00 payable to CENTER STAGE ENTERTAINMENT, INC. shall be returned with the signed contract. The \$2,425.00 balance shall be paid to CENTER STAGE ENTERTAINMENT, INC. no later than December 31, 2019.**

Remarks - **Mentalist Dan Cain**

3 45 minute shows 6 pm 8 pm 10 pm

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God or any other legitimate reason beyond their control.
2. In the event that the Artist is unable to perform, the Agency, in its sole discretion, is authorized by the Purchaser, to substitute all or part of the Artist with comparable replacement(s), said substitute Artist shall be paid in accordance with the terms hereof.
3. The parties agree that the Artist is contracting as a self-employed independent contractor and the Agency assumes no liability for any wrongful acts, loss or damage to persons or property that the Artist may cause, or which may occur to the person or property of the Artist.
4. **Except in the instance of non-performance of the Artist, the DEPOSIT paid by the purchaser as specified above is NON-REFUNDABLE .**
5. If any party is forced to litigate any matters contained herein, the prevailing party shall recover attorneys fees and court costs.
6. It is understood by all parties that **CENTER STAGE ENTERTAINMENT, INC.** (Agency) is the acknowledged exclusive booking agent for the Artist for all its engagements with the Purchaser, and that the Purchaser and Artist shall not schedule any engagements between themselves, except through the Agency, for a period of eighteen (18) months from the last date of performance. For each and every violation of the provision, the purchaser and Artist jointly and severally, agree to pay the Agency its customary placement fee as payable in the circumstances.
7. The balance of the contracted fee is due on or before the day of the event. A \$50 late fee will be imposed for payment after the day of the event. A \$50 fee and collection costs will be added to the balance due for all NSF/returned checks.

I UNDERSTAND THE ABOVE CONTRACT AND HAVE RECEIVED A DUPLICATE OF THE CONTRACT

First Night Ocean City

Michael Allegretto-Purchaser

Signature of Authorized Representative(s)

Approved for Center Stage Entertainment, Inc.

BY: Alex Glover

Signature of Authorized Agent

Licensed by the Division of Consumer Affairs, State of New Jersey - License#BW0308400

CONTRACT#144311

**[FOR OFFICE USE ONLY] Check#:
Amount:**

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

3

**AUTHORIZING THE AWARD OF A CONTRACT TO ABI ATTACHMENTS, INC. FOR ONE 2019
OR NEWER ABI FORCE Z23SL INFELD GROOMER FOR USE BY
THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City of Ocean City has a need to maintain various infield areas throughout the City; and

WHEREAS, the Department of Public Works is in need of a new groomer for use on a daily basis; 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, ABI Attachments, Inc. has provided automated infield groomers for various fields throughout the Tri-State area; 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 researched the available infield groomers and determined that the ABI Force Z23SL is a functional & economical replacement; 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 the ABI Force Z23SL infield groomer and recommends that **ABI Attachments, Inc., 520 S. Byrkit Avenue, Mishawaka IN 46544** be awarded an alternative non-advertised method of award contract for the supply of an ABI Force Z23SL infield groomer for sue by the Department of Public Works on a daily basis to maintain various infield area throughout the City; and

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

WHEREAS, ABI Attachments, Inc. has submitted a Business Entity Disclosure Certification which certifies that ABI Attachments, 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 ABI Attachments, 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 ABI Attachments, Inc. be awarded as follows:

1. Supply of ABI Attachments, Inc. products for use by the Department of Public Works for daily operations on an as needed basis in the calendar year 2019:
Funds Expended to Date..... \$ 0.00
Requisition Awaiting Approval – ABI Force Z23SL Infield Groomer.... \$ 28,058.17
Total Expenditure to Date \$ 28,058.17
2. ABI Attachments, Inc.'s products as needed by the Department of Public Works for daily operations throughout the City of Ocean City, 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 ABI Attachments, Inc., 520 S. Byrkit Avenue, Mishawaka IN 46544 for various products on an as needed basis for various locations throughout the City of Ocean City 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 (ABI Force Z23SL Infield Groomer: \$28,058.17 - C-04-55-308-416.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

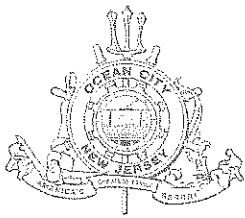
Files: RAW 19 Nonadvertised ABI Attachments, Inc. Infield Groomer.docx

Offered by Seconded by

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

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

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



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER
FROM: STEVEN LONGO, MANAGER
DATE: May 15, 2019
RE: **ABI ATTACHMENTS CONTRACT-ABI FORCE Z23SL INFIELD GROOMER**

Support is being sought to advance a resolution to City Council to award a contract with ABI Attachments for the purchase of an infield groomer for use in sports field game preparation.

The grooming machine uses several different integrated attachments to scarify, drag, screen and brush the dirt portion or skin infields to create surface conditions that promote ultimate playability and safety for the athletes using the fields. Scarifying loosens up the surface as it may become harder at times due to weather conditions and use and it can aid in drying the field in an attempt to get a game played that may not take place due to wet conditions from an earlier rain event. The drag portion of the machine essentially levels the dirt surface and the screen is designed to remove unwanted objects like rocks and other debris that may enter the infield that could cause injury to a player at an infield position and the brush is a more refined leveling and finishing tool in game preparation. Anyone that has ever played a ball field infield position knows how important a properly groomed infield is in terms of true ball bounces and more importantly safety of the athletes.

The grounds operation used more traditional means of ballfield skin preparation in the past deploying several versions of the aforementioned attachments and pulling them with variations of utility vehicles and small tractors. The ABI machine will eliminate this dated practice with a machine that the field preparer can safely ride and positioning them at a perfect vantage point above and centered on the equipment. The integrated attachments are controlled hydraulically providing precise control another innovation from the previous standard infield preparation approach.

The necessary capital dollars to fund the grooming equipment acquisition is included in the current capital budget as a specific line item.

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.



ABI Attachments, Inc.
520 S Byrkit Ave
Mishawaka IN 46544
United States
877-788-7253
www.ABIattachments.com

Quote #QO316848

ID #: 208982 Mike Lenhardt
Quote Date: 4/10/2019

Bill To

The City Of Ocean City
609-231-7344
115 East 12th Street
Ocean City NJ 08226
United States

Ship To

The City Of Ocean City
609-231-7344
115 East 12th Street
Ocean City NJ 08226
United States

Quote Details

Expires - End Of Month Quoted
Terms -
Quoted By - Roark Jones

Quantity	Items	Weight	Price	Amount
1	10-99116 ABI Force z23sl "Laser Ready" (Sports Turf) ABI Force Chassis: The patented ABI Force model z23sl "Laser Ready" is an industry exclusive zero-turn machine designed for infield surface maintenance, turf grass maintenance, and laser grading when optionally equipped. The drivetrain of this industry-first machine features a powerful and fuel efficient commercial-grade 23 hp (747cc) Kohler Command PRO EFI engine (eliminates carburetor), 2-stage cyclonic canister air filter (protects engine), and a commercial hydrostatic drive system that directly couples the drive pumps to the engine (eliminates belts). This machine additionally enables fingertip hydraulic command of the patented spring mid-mount pitch-&-lift system and rear-mount swivel-lift system. Both mid and rear systems are ready to be configured with a range of optional ABI designed attachments to meet specific requirements (multifunction rake included). The advanced hydraulics system additionally enables complete automated control of mid-mount attachments for zero-turn laser grading and grooming. Just add optional laser electronics and mounts! Ensure consistent world-class results with the z23sl speed-lock and depth-lock features. The z23sl is built upon a rugged tubular steel frame with removable easy access service panels, large 24" air-filled rear tires, and 13" front casters. Commercial 24-Month Limited Chassis Warranty and 36-Month Unlimited Hour Engine Warranty (Customer assembly & uncrating required - Required attachments sold separately - EPA Compliant - CARB compliance available - Not for sale in California - Laser System Note: Electronic machine control, laser receiver, mounts, laser transmitter, and tripod sold separately. (Laser system additionally requires items: 10-90403, 10-10424, & 10-10422 plus ground engaging attachments.)	1,500	\$19,999.00	\$19,999.00
1	10-90403 Laser Electronics & Pole - Machine Side (For z23sl / z23cl) This kit includes the electronics (Receiver & Control Box) required to control the ABI Force's z23sl or z23cl "Laser Ready" hydraulics system. This kit also includes a center-mounted receiver-pole and mounting hardware. The control panel mounts to the dash and the laser receiver mounts to the top of the pole. NOTE: ABI Force z23sl or z23cl machine, laser transmitter, tripod, and ground engaging attachments are sold separately. (Additionally Requires Items: 10-99116 or 10-99144, 10-10424, & 10-10422, plus ground engaging attachments needed to complete the laser system)	25	\$3,199.00	\$3,199.00
1	10-10424 Dual Slope Transmitter for Laser System Dual Slope Laser Transmitter w/Remote, Detector, & Detector Bracket. This transmitter is designed for use for flat work, single or dual slope applications. Slopes up to +/- 15 degrees can be used in either the X or Y axis. Accuracy: ±1/16" at 100'. Rotation speed: 300, 600 rpm. Self-Leveling, Self-leveling range ±5", 2,400' (diameter) operating range. Horizontal, Multi-Slope & Vertical Applications. Extra Long Battery Life (120 hours). Tough IP66 Construction Rating. Full featured remote control. Rotary laser 5-year limited warranty. (Receiver, Electronics, & Hydraulics Machine Side Controls NOT Included) Hard carrying case included. (RL-SV2S)	14	\$2,299.00	\$2,299.00
1	10-10422 XD Tripod for Laser Transmitter (33" - 119") The Xtreme-Duty Aluminum Elevating tripod (transmitter stand) features a reinforced, indirect gear crank unit for easy height adjustments. It has metric, inches, 10ths, 100ths. During use, the circle bubble assures that the tripod stays in the right alignment, while the break-proof quick release allows easy adjustments. This elevating tripod extends up to 119 inches high and retracts to 33 inches. (210683-185)	30	\$499.00	\$499.00
1	10-10425 13' Fiberglass Grade Rod for Laser System 13' Fiberglass Grade Rod for Laser System	6	\$129.00	\$129.00
1	10-90165 VibraFlex 5' Infield Drag (Model 3800) ABI's patent-pending VibraFlex attachment prepares infield surfaces with unmatched control and precision. The easily replaced u-pins are arranged in 4 staggered rows with 3/4" spacing between each pin. A complete set of 1/4" and 3/8" u-pins are provided. 1/4" pins are preinstalled. Change out pins based upon application and desired results. MODEL 3800 (60" wide mid-mount attachment)	75	\$549.00	\$549.00
1	10-90253 Profile Blades For Rascal MVP & Force (Set of 2) Profile Blades de-compact the infield and warning track surfaces and eliminate vegetation at the root level without up-ending the infield's profile during light renovation work. (5.5' Wide)	36	\$229.00	\$229.00
1	10-99029 Mini-Box Blade for ABI Force (Solid Edge) The solid edge Mini-Box Blade attaches to the multi-function rake at the mid-point of the ABI Force. With fingertip control of height and pitch from the powerful hydraulic and spring-loaded arms, users can quickly and effectively level the infield, remove loosened debris and rocks, and distribute conditioner around the field. (Solid Edge / 60" Mid-mount Attachment / Customer Assembly Required)	90	\$329.00	\$329.00
1	10-90232 Mini-Scarifier "Tooth Bar" For ABI Force The mini-scarifiers work in tandem with the separately sold mini-box blade. These replaceable mini-scarifiers loosen material to feed the mini-box during the infield grading process. (24 mini-scarifiers plus 3 spares / Assembly required)	45	\$229.00	\$229.00
1	10-99131 Ripping Teeth / Scarifier For ABI Force (Set of 7, complete) Ripping Teeth make easy work of extreme hardpan dirt and gravel work. The rippers enable the ABI Force to be used to maintain gravel roads, parking lots, and even complete seedbed preparation jobs. Adjustable from 0 - 6" with bolt on tips for easy and economical replacement once worn.	80	\$249.00	\$249.00
1	10-99137 6' Rigid Drag Mat w/ Level Bar (For z23s pivot-lift) The Rigid Drag Mat with leveling bar is an all-purpose attachment to level, smooth, and finish. This drag mat is 6' wide and 1.5' long and is designed to float material from high areas into low areas WITHOUT following small contours of the ground. This dragmat is custom designed to mount to the ABI Force z23s hydraulic pivot-lift system. It also includes an adjustment linkage to set desired results. (Customer Assembly Required)	75	\$399.00	\$399.00
1	10-99141 7' Fine Finish Broom (For z23s pivot-lift) The Fine Finish Broom creates the perfect finish in both high and low moisture conditions on well-maintained surfaces. This broom is 7' wide and offers 3 rows of replaceable bristles. This broom is custom designed to mount to the ABI Force z23s hydraulic pivot-lift system. It also includes an adjustment linkage to set desired results. (Customer Assembly Required)	55	\$399.00	\$399.00



QO316848



ABI Attachments, Inc.
520 S Byrkit Ave
Mishawaka IN 46544
United States
877-788-7253
www.ABIattachments.com

Quote #QO316848

ID #: 208982 Mike Lenhardt
Quote Date: 4/10/2019

Subtotal	\$28,508.00
Tool Discount (-)	(\$1,000.00)
Shipping Cost	\$750.17
Shipping Discounts (-)	(\$200.00)
Shipping Due	\$550.17
Tax Total (%)	\$0.00
Total	\$28,058.17
Total Savings: \$1,200.00	

Shipping Method:

Freight Carrier: Old Dominion - Confirmation #: BSQwSyCx8IA (Not A Tracking #)

Freight Accessorials Ordered:

- Residential with Notify -- Liftgate -

Notes:

Customer Support: Phone Support 877-788-7253, Mon-Fri, 8am-5pm EST or ABIsupport.com for product manuals, parts, and self-help.

Return Policy: Product(s) sold with limited warranty, standard return policy, and (when applicable) conditional money back guarantee. Review Details: abiattachments.com/policy/return/

Critical Delivery Responsibilities:

If your order is not a parcel being shipped via UPS or FedEx, please consider the following to avoid additional charges. **Critical Inspection Process:** Upon delivery, you will need to thoroughly inspect your purchase for any damages or shortages. ABI nor the carrier will be responsible for damages or shortages if they are not indicated on the delivery document the driver asks you to sign. **Unloading The Truck:** Most ABI equipment requires the assistance of a forklift, tractor with front-end loader, or a lift gate to offload. We have already discussed an offloading plan with you and ordered the freight accessorials listed above at your direction. If this offloading plan is not clear to you, please contact us immediately. **Terminal Or Customer Pick Up:** If selected, the carrier or ABI will contact you with additional instructions when the unit is available for pickup.

Thank you for your interest. All payments must be received in US dollars. Payment in full before shipment is required, unless approved for Net terms or financing through our partners. If sales or use taxes are not included on this quote, you may still be responsible to pay these taxes. Please consult with your tax advisor for any tax liabilities. Quote subject to management approval. This quote expires at the end of the month it was created.



QO316848

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

4

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE
CITY OF OCEAN CITY & INSTITUTE FOR FORENSIC PSYCHOLOGY FOR EVALUATION &
TESTING SERVICES FOR THE OCEAN CITY POLICE DEPARTMENT**

WHEREAS, the City of Ocean City' Department of Police Services requires certain professional psychology evaluation and testing to assist in evaluation of personnel of the Police Department; and

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

WHEREAS, Institute for Forensic Psychology has the required expertise and has performed these services for the Ocean City Police Department in the past; and

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

WHEREAS, Chief John Jay Prettyman; Director of the Department of Police Services; George J. Savastano, Business Administrator; Elizabeth M. Woods, Director of Human Resources; 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 Institute for Forensic Psychology, 5 Fir Court, Suite 2, Oakland, NJ 07436 be awarded an alternative non-advertised professional service contract for psychological testing and evaluation services for the Department of Police Service; 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, Institute for Forensic Psychology has completed and submitted a Business Entity Disclosure Certification which certifies that Institute for Forensic Psychology 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 Institute for Forensic Psychology 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 **Institute for Forensic Psychology, 5 Fir Court, Suite 2, Oakland, NJ 07436** for psychological testing and evaluation services for the Department of Police Service & the City of Ocean City as follows:

1. Psychological Evaluation & Testing as need in the calendar year 2019.
2. Expended to Date \$ 6,025.00
3. Requisition Awaiting Approval 9-01-25-740-211..... \$ 11,025.00
Total Dollars Spent to Date \$ 17,050.00
4. Institute for Forensic Psychology's 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.
5. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.
6. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for Institute for Forensic Psychology 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

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 Institute for Forensic Psychology, 5 Fir Court, Suite 2, Oakland, NJ 07436 for professional psychological testing and evaluation services for the City of Ocean City as listed and in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to appropriate account as purchase orders are issued. The estimated annual contract value is \$50,000.00.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

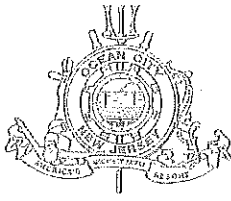
Files: RPS 2019 Institute for Forensic Psychology.docx

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

POLICE DEPARTMENT

Date: May 14, 2019

To: Joe Clark; Director of Purchasing

From: Chief John J. Prettyman

Subject: Institute for Forensic Psychology (IFP)

Each year, the police department hires approximately 2 full-time Police Officers and 50 Seasonal Law Enforcement Officers to fill tis ranks.

New Jersey State Law requires all candidates for law enforcement positions to go through a thorough background investigation, medical evaluation, and a psychological evaluation prior to being admitted into training.

As part of this process, our agency conducts our own background investigation, uses a City approved physician for the medical evaluation, and uses the services of the Institute for Forensic Psychology (IFP) to perform psychological evaluations of each of our candidates.

The Institute for Forensic Psychology (IFP) has a proven record of thorough evaluations and are able to service the quantity of candidates we require.

RESOLUTION

**AUTHORIZING THE CITY'S PARTICIPATION IN THE OMNIA PARTNER-PUBLIC SECTOR
CONTRACT NUMBER # 2019000318, NORTH CAROLINA STATE UNIVERSITY, RALEIGH,
NORTH CAROLINA, RFP # 269-2018-047, EQUIPMENT RENTAL & RELATED PRODUCTS &
SERVICES FOR THE CITY OF OCEAN CITY, NJ.**

WHEREAS, the City of Ocean City is a allowed to participate in national purchasing cooperative per N.J.S.A. 52:34-6.2 (b) P.L. 2011, c.139 which was enacted into law permitting agencies to utilize national purchasing cooperatives; and

WHEREAS, the Omnia Partner-Public Sector & the North Carolina State University, Raleigh, North Carolina has acted as lead agency RFP #6269-2018-047 and awarded Contract #2019000318, Equipment Rental & Related Products & Services for the City of Ocean City; and

WHEREAS, the City of Ocean City, Department of Public Works utilizes various rental equipment on an as needed basis for emergency solutions throughout the City; and

WHEREAS, Joseph Berenato, Director of Public Works; Steven Longo, Manager of Public Buildings & Grounds; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the contract from Omnia Partners –Public Sector contract #2019000318, Equipment Rental & Related Products & Services and have determined that utilizing this contract for various as need equipment rental for emergency solutions throughout the City is an economic solution; and

WHEREAS, it is recommended that the City Council approve the use of equipment rental services from the Omnia Partners –Public Sector contract #2019000318, Equipment Rental & Related Products & Services with various awarded vendors; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that various as needed rental equipment services utilized by the City be procured as needed from Omnia Partners –Public Sector contract #2019000318, Equipment Rental & Related Products & Services; and

BE IT FURTHER RESOLVED by the City Council of Ocean City, New Jersey authorizes the City Purchasing Manager to issue a purchase orders on an as needed basis for various vendors for equipment rental services for use throughout the City from Herc Rentals, 6951 Norwitch Drive, Philadelphia, PA 19153 in accordance with the terms of the Omnia Partners –Public Sector contract #2019000318, Equipment Rental & Related Products & Services; and

The Director of Financial Management certifies that funds are available as adopted in Local Municipal Budget and shall be charged to appropriate account numbers upon approval of the Purchase Orders. Current estimated amount is \$149,935.00 - Music Pier estimate: \$63,225.00 - C-04-55-306-102 (\$43,225.00) & C-04-55-307-202 (\$20,000.00), Civic Center estimate: \$86,710.00 - C-04-55-306-108.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RES Omnia Partners – Herc Rental.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

TO AUTHORIZE THE ADVERTISEMENT & SPECIFICATIONS FOR
CITY CONTRACT #19-22, INSTALLATION OF OBSTRUCTION
LIGHTING AT THE OCEAN CITY MUNICIPAL AIRPORT

WHEREAS, the City of Ocean City, New Jersey desires to participate in the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for the Ocean City Municipal Airport; and

WHEREAS, the Federal Aviation Administration (FAA); Airport Improvement Program (AIP) requires that the City of Ocean City obtain the pricing by a sealed competitive bid process for the grant application; and

WHEREAS, the City of Ocean City, New Jersey is dependent on obtaining the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant to fund City Contract #19-22, Installation of Obstruction Lighting at the Ocean City Municipal Airport; and

WHEREAS, the City of Ocean has contracted with CDI Infrastructure, LLC to act as the Engineering/Consultant for the Ocean City Municipal Airport; and

WHEREAS, CDI Infrastructure, LLC has prepared specifications for City Contract #19-22, Installation of Obstruction Lighting at the Ocean City Municipal Airport; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement & specifications for City Contract #19-22, Installation of Obstruction Lighting at the Ocean City Municipal Airport contingent upon obtaining funding from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for the project.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, May 29, 2019 with the bid proposal opening scheduled on Tuesday, June 25, 2019 and an anticipated date of award is contingent upon FAA Grant funding.

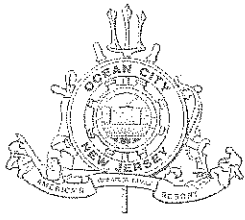
Files: RAU 19-22 obstruction lighting OCMA.doc

Offered by Seconded by

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

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

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



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER
FROM: STEVEN LONGO, MANAGER
DATE: May 15, 2019
RE: **OMNIA PARTNERS-PUBLIC SECTOR CONTRACT-HERC RENTALS**

Support is being sought to advance a resolution to City Council to award a contract with Omnia Partners Public Sector for use in renting equipment from HERC Rentals based in the Philadelphia area.

The rental equipment is a combination of a 100-ton air cooled chiller, a 40-ton hybrid air conditioner, a 175-watt generator, a fuel tank and the necessary cables and hoses for operation.

The air-conditioning systems at both buildings are beyond useful life, running at half cooling capacity and were proven in the two previous summer seasons to be extremely unreliable all factors that are detrimental to running cost centers and highly visited facilities like the Civic Center and the Music Pier, thus the use of the equipment and subsequent rental service provider.

Select pieces of equipment will be used at both the Music Pier and the Sports & Civic Center for the duration of the summer season with the anticipated use ending in mid to late October depending on the weather patterns and average air temperatures at that time.

Plans are in place and capital dollars are budgeted to begin offseason projects that involve building renovations that incorporate new HVAC systems at both buildings that will be useable by next year's cooling season.

The necessary dollars to fund the equipment rental services is included in the current citywide operating 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.

Equipment Pricing

Equipment Scope				Rental Rates			Estimated Total
Quantity	Cat-Class	Description	Shift	Day Rate	Week Rate	Month Rate	
1	718-2560	100 TON AIR COOLED CHILLER W PUMP	S	\$1170.00	\$3188.00	\$8925.00	\$44625.00
8	779-2405	CHILLER LOOP HOSE 4"X25' W/CAMLOCKS	S	\$27.00	\$73.00	\$204.00	\$8160.00
12	940-0815	CABLE 4/0 50FT CAMLOCK	S	\$23.00	\$65.00	\$126.00	\$7560.00
4	940-0880	MALE PIGTAIL 4/0 UNDER 10FT	S	\$2.00	\$7.00	\$14.00	\$280.00

Rental Protection Plan

Customer has either elected to provide Certificate of Insurance prior to the rental commencing or will be utilizing Herc's Rental Protection plan.

Estimated Project Cost Based On Scope Of Work

Equipment	\$60625.00
Transportation	\$600.00
Labor	\$2000.00
Fuel	\$0.00
Sales / Miscellaneous	\$0.00
Preventative Maintenance	\$0.00
Rental Protection Plan	\$0.00
Emission & Environmental Surcharge	\$0.00
VLF	\$0.00
Transportation Surcharge	\$0.00
Estimated Total	\$63225.00

*Additional Taxes & Fees May be applied & Vary by State, Locations & Application

*Please note any PM charges listed are for one billing period

*Please note additional charges may applied if drivers experience wait times/delays during delivery

*Rental Quote is valid through: 06/13/2019

Additional Information

Payment Terms: Net 30 Days

Thank you for your interest in Herc Rentals. Please contact me if you have any questions or comments.
Assuring you our best attention at all times.

Sincerely,
Herc Rentals

Please see our website for a list of services and associated charges at HercRentals.com

Detail Report

Seller:	JOSH NAPRAWA	Branch #:	183
E-Mail:		Branch Name:	183 HERC PROSOLUTIONS PHILADELPHIA
Office #:	215-760-4891	Address:	PHILADELPHIA, PA 19153
		Phone #:	215-749-1290

Customer Information

Name: OCEAN CITY PUBLIC WORKS
Address: 115 12TH ST
City, State: OCEAN CITY, NJ 08226
Phone: 609-399-6111

Jobsite Information

Site Name: MUSIC PIER
Contact: STEVE LONGO
Address: 825 BOARDWALK,
City, State: OCEAN CITY, NJ 08226
Phone: 609-399-6111

Dear STEVE LONGO,

Thank you for considering Herc Rentals and taking the time to outline your project needs. In reviewing your project, the Herc Rentals team is well positioned to meet your requirements. We are pleased to submit our solution, which outlines the project scope, pricing and support services. We will follow up shortly to answer any questions you may have and define next steps.

Scope Of Work

Herc rentals will deliver 100ton chiller at 6am on Tuesday morning and bring unit up on boardwalk at Moorlyn Terrace. Unit will be driven up on boardwalk and unloaded via wheel loader off of trailer. Unit will be placed in same location next to music pier on top of 6 construction mats. 40' of supply and return chiller hose will be ran into the chiller room temporary taps that already in place. (8) pieces of 4/0 cable into electrical room breaker.

Ocean City Scope

Unload unit via wheel loader. Build scaffold and hose/cable support over walk way. Assist Herc in running chiller hose and cable into the building. Assist Herc in filling of unit. Create chiller room and electrical room transitions.

Current Project Schedule

Estimated Start Date: 05/14/2019
Estimated Return Date: 09/30/2019

Once again, thank you for your interest in Herc Rentals, I look forward to working with you on this project. Please do not hesitate to contact me if you have any questions about this proposal.

Sincerely
JOSH NAPRAWA
215-760-4891

Detail Report

Seller:	JOSH NAPRAWA	Branch #:	183
E-Mail:		Branch Name:	183 HERC PROSOLUTIONS PHILADELPHIA
Office #:	215-760-4891	Address:	PHILADELPHIA, PA 19153
		Phone #:	215-749-1290

Customer Information

Jobsite Information

Name:	OCEAN CITY PUBLIC WORKS	Site Name:	CIVIC CENTER
Address:	115 12TH ST	Contact:	STEVE LONGO
City, State:	OCEAN CITY, NJ 08226	Address:	840 E 6TH ST,
Phone:	609-399-6111	City, State:	OCEAN CITY, NJ 08226
		Phone:	609-399-6111

Dear STEVE LONGO,

Thank you for considering Herc Rentals and taking the time to outline your project needs. In reviewing your project, the Herc Rentals team is well positioned to meet your requirements. We are pleased to submit our solution, which outlines the project scope, pricing and support services. We will follow up shortly to answer any questions you may have and define next steps.

Scope Of Work

Herc will deliver 40ton Hybrid Air Conditioner and 175kw Generator on Tuesday 5.14 and install the project on Wed. 5.15. We will Place unit in between the shed and the door on the left hand side of the building. Generator will be placed next to the shuffle board courts. 4/0 cable will be ran a 100' in length and placed in cable ramps. Supply Duct work will be ran into the louver opening and unit will be ran on 100% outside air.

Ocean City Scope of Work

Create (3) 20" supply openings in a transition piece of plywood to supply air to the building. Assist Herc in running the duct work into the building.

Current Project Schedule

Estimated Start Date:	05/15/2019
Estimated Return Date:	09/30/2019

Once again, thank you for your interest in Herc Rentals, I look forward to working with you on this project. Please do not hesitate to contact me if you have any questions about this proposal.

Sincerely
JOSH NAPRAWA
215-760-4891

Equipment Pricing

Equipment Scope				Rental Rates			Estimated Total
Quantity	Cat-Class	Description	Shift	Day Rate	Week Rate	Month Rate	
1	718-1830	40 TON HYBRID AIR COND 120KW HEAT	S	\$765.00	\$1785.00	\$5280.00	\$26400.00
1	501-1180	175KW GENERATOR SKID MOUNTED DSL	D	\$540.00	\$1488.00	\$3290.00	\$24675.00
1	718-1104	1.2 TON PORT AIR COND W HEAT 5-20P PLUG	S	\$113.00	\$293.00	\$723.00	\$3615.00
9	925-4460	HVAC DUCTING WHT 20X25 6P	S	\$45.00	\$134.00	\$312.00	\$14040.00
12	940-0815	CABLE 4/0 50FT CAMLOCK	S	\$23.00	\$65.00	\$126.00	\$7560.00
1	530-1070	FUEL TANK 787 GALLON	S	\$138.00	\$404.00	\$760.00	\$3800.00
10	940-2970	CABLE RAMP	S	\$15.00	\$29.00	\$65.00	\$3250.00
1	925-5100	CEILING TILE 24X24 F/12 DUCT	S	\$23.00	\$45.00	\$90.00	\$450.00

Rental Protection Plan

Customer has either elected to provide Certificate of Insurance prior to the rental commencing or will be utilizing Herc's Rental Protection plan.

Estimated Project Cost Based On Scope Of Work

Equipment	\$83790.00
Transportation	\$600.00
Labor	\$2000.00
Fuel	\$0.00
Sales / Miscellaneous	\$0.00
Preventative Maintenance	\$320.00
Rental Protection Plan	\$0.00
Emission & Environmental Surcharge	\$0.00
VLF	\$0.00
Transportation Surcharge	\$0.00
Estimated Total	\$86710.00

*Additional Taxes & Fees May be applied & Vary by State, Locations & Application

*Please note any PM charges listed are for one billing period

*Please note additional charges may applied if drivers experience wait times/delays during delivery

*Rental Quote is valid through: 06/14/2019

Additional Information



Payment Terms: Net 30 Days

Thank you for your interest in Herc Rentals. Please contact me if you have any questions or comments. Assuring you our best attention at all times.

Sincerely,
Herc Rentals

Please see our website for a list of services and associated charges at HercRentals.com

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

6

**AUTHORIZING CHANGE ORDER #5 TO CITY CONTRACT #16-45,
OCEAN CITY DRAINAGE IMPROVEMENTS**

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, December 28, 2016, the Notice to Bidders and the specifications were posted on the City of Ocean City's website, www.ocnj.us; and the Invitation for Bid Proposals was distributed to thirty-one (31) prospective bidders for City Contract #16-45, Ocean City Drainage Improvements; and

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

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

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

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

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #16-45, Ocean City Drainage Improvements on August 23, 2018 by Resolution #18-54-311 to A.E. Stone, Inc., 1435 Doughty Road, Egg Harbor Township, NJ 08234 in the amount of \$273,300.43 for a total adjusted contract amount of \$6,850,255.43; and

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

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

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #4 to City Contract #16-45, Ocean City Drainage Improvements on March 28, 2019 by Resolution #19-55-237 to A.E. Stone, Inc., 1435 Doughty Road, Egg Harbor Township, NJ 08234 in the amount of \$50,709.97 for a total adjusted contract amount of \$7,195,545.80; and

WHEREAS, Craig A. Wenger, EIT, CFM, AICP, LEED GA, Technical Manager Water Resources, Michael Baker International; George J. Savastano, P.E., City Engineer; Rachel N. Ballezzi, Clerk; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing have reviewed and certified Change Order #5 to City Contract #16-45, Ocean City Drainage Improvements is correct as follows:

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Change Order #5

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Increase – Supplemental Work				
S-6.	Additional Raised Transformer Pads Cost	1 Lump Sum	\$ 5,500.00	\$ 5,500.00
Total Amount of Supplemental Work:				\$ 5,500.00
Extra Work				
13.	12" Ductile Iron Pipe	184.2 L.F.	\$ 135.00	\$ 24,867.00
14.	16" Ductile Iron Pipe	403 L.F.	\$ 120.00	\$ 48,360.00
30.	Hot Mix Asphalt 9.5 M 64 Surface Course	97.03 Ton	\$ 100.00	\$ 9,703.00
39.	Hot Mix Asphalt 9.5 M 64 Base Course			
	3.5" Thick	10.45 Ton	\$ 120.00	\$ 1,254.00
54.	Police Traffic Director (No Bid)	0.171402 L.S.	\$ 10,000.00	\$ 1,714.02
Total Amount of Extra Work:				\$ 85,898.02
Total Amount of Increases for Change Order #5				\$ 91,398.02

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Decrease – Reduction of Work				
1S.	24" Ductile Iron Pipe	310 L.F.	\$ 170.00	(\$ 52,700.00)
S-5.	Credit for Reduced Electrical Service			
	Connection	1 Lump Sum	\$ 5,500.00	(\$ 5,500.00)
Total Amount of Reduction of Work:				(\$ 58,200.00)
Total Amount of Decreases for Change Order #5				(\$ 58,200.00)
Total Amount of Change Order #5 Including Increases & Decreases.....				\$ 33,198.02

Total Amount of City Contract #16-45, Ocean City Drainage Improvements				
Change Order #5.....				\$7,228,743.82

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY


RESOLUTION

WHEREAS, the newly adjusted contract cost including Change Order #5 is \$7,228,743.82 an increase of \$651,788.82 to the original contract and a 9.91 (%) percent increase in the total for City Contract #16-45, Ocean City Drainage Improvements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #5 to City Contract #16-45, Ocean City Drainage Improvements in the amount of \$33,198.02 (P.O. #17-00404); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #5 the amount of \$33,198.02 to City Contract #16-45, Ocean City Drainage Improvements (P.O. #17-00404) issued to A.E. Stone, Inc., 1435 Doughty Road, Egg Harbor Township, NJ 08234 to be charged to the following Capital Account #C-04-55-307-011.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

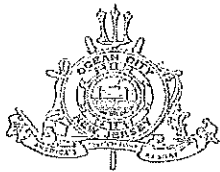
Files: RESCO#5 CC16-45 OC Drainage Improvements.docx

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	_____	_____	_____	_____
McCiellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

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



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: Joseph Clark, Purchasing Manager
FROM: Vince Bekier, Director of Community Development
DATE: May 8, 2019
RE: CHANGE ORDER NO. 5
2016 ROAD IMPROVEMENT DRAINAGE PROJECT
Project #: 3-2016-045

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 5
on the Thursday, May 23, 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:

ADDITIONAL RAISED TRANSFORMER PADS COST	1 LUMP SUM
12" DUCTILE IRON PIPE	184.2 L.F.
16" DUCTILE IRON PIPE	403 L.F.
HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	97.03 TON
HOT MIX ASPHALT 9.5 M 64 BASE COURSE, 3.5" THICK	10.45 TON
POLICE TRAFFIC DIRECTOR (NO BID)	0.1714 L.S.

The changes also include the reduction of materials to reflect the as-builts

24" DUCTILE IRON PIPE	310 L.F.
CREDIT FOR REDUCED ELECTRICAL SERVICE CONNECTION COST	1 LUMP SUM

This change order represents a total current contract amount net change of
\$33,198.02 or 9.91%



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

PURCHASE ORDER #
17-00404

CHANGE ORDER NO. 5
FILE NO. 9-2016-045

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

REASON FOR CHANGE:
TYPE REASON HERE

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

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

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S-6	ADDITIONAL RAISED TRANSFORMER PADS COST	1	LUMP SUM	\$5,500.00	\$5,500.00
					SUBTOTAL:	\$5,500.00
EXTRA	13	12" DUCTILE IRON PIPE	184.2	L.F.	\$135.00	\$24,867.00
	14	16" DUCTILE IRON PIPE	403	L.F.	\$120.00	\$48,360.00
	30	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	97.03	TON	\$100.00	\$9,703.00
	39	HOT MIX ASPHALT 9.5 M 64 BASE COURSE, 3.5" THICK	10.45	TON	\$120.00	\$1,254.00
	54	POLICE TRAFFIC DIRECTOR (NO BID)	0.171402	L.S.	\$10,000.00	\$1,714.02
					SUBTOTAL:	\$85,898.02
REDUCTION	15	24" DUCTILE IRON PIPE	310	L.F.	\$170.00	\$52,700.00
	S-5	CREDIT FOR REDUCED ELECTRICAL SERVICE CONNECTION COST	1	LUMP SUM	\$5,500.00	\$5,500.00
					SUBTOTAL:	\$58,200.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$273,300.43	MATERIALS NEEDED TO ADVANCE PROJECT STATUS		
2	\$105,159.90	CHECK VALVE & MATERIALS NEEDED	+ SUPPLEMENTAL	\$5,500.00
3	\$189,420.50	TRANSFORMER PAD & MATERIALS NEEDED		
4	\$50,709.97	CHECK VALVE AT WATERWAY & MATERIALS NEEDED	+ EXTRA	\$85,898.02
5	\$33,198.02	TYPE REASON HERE		
6			- REDUCTIONS	\$58,200.00
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	\$33,198.02
10				

ORIGINAL CONTRACT AMOUNT \$6,576,955.00

AMENDED CONTRACT AMOUNT \$7,228,743.82

TOTAL CONTRACT CHANGE (AMOUNT) \$651,788.82

TOTAL CONTRACT CHANGE (PERCENT) 9.91%

ACCEPTED BY:

A.E. STONE, INC DATE

APPROVED BY:

PROJECT MANAGER DATE

MUNICIPAL ENGINEER DATE

PURCHASING AGENT DATE

CHIEF FINANCIAL OFFICER DATE

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

7

**AUTHORIZING THE CHANGE ORDER #4 TO CITY CONTRACT #17-14,
2017 ROAD IMPROVEMENT PROGRAM – PHASE 3**

WHEREAS, specifications were authorized for advertisement by Resolution #18-54-024 on Thursday, January 11, 2018 for City Contract #17-14, 2017 Road Improvements Program – Phase 3; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 17, 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 sixteen (16) prospective bidder(s) for City Contract #17-14, 2017 Road Improvements Program - Phase 3; and

WHEREAS, bid proposals were opened for City Contract #17-14, 2017 Road Improvements Program - Phase 3 on Tuesday, February 6, 2018 and seven (7) bid proposals were received; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and determined that the apparent low bidder, Charles Marandino, LLC was disqualified for a fatal material defect in the bid proposal for failure to submit proper surety as required by N.J.S.A. 40A:11-22; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Jason J. Sieira, Manager of Capital Planning; Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #17-14, 2017 Road Improvements Program - Phase 3 be awarded to Lexa Concrete, LLC, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #17-14, 2017 Road Improvements Program - Phase 3 on March 8 2018 by Resolution #18-54-103 to **Lexa Concrete, LLC, 11 Commerce Way Drive, Hammonton, NJ 08037** in the amount of \$1,220,918.10; and

WHEREAS, the City Council of Ocean City, New Jersey awarded Change Order #1 to City Contract #17-14, 2017 Road Improvements Program - Phase 3 on May 24, 2018 by Resolution #18-54-204 in the amount of \$11,652.50 for a total adjusted contract amount of \$1,232,570.60; and

WHEREAS, the City Council of Ocean City, New Jersey awarded Change Order #2 to City Contract #17-14, 2017 Road Improvements Program - Phase 3 on September 27, 2018 by Resolution #18-54-349 in the amount of \$161,000.26 for a total adjusted contract amount of \$1,393,570.86; and

WHEREAS, the City Council of Ocean City, New Jersey awarded Change Order #3 to City Contract #17-14, 2017 Road Improvements Program - Phase 3 on December 13, 2018 by Resolution #18-55-086 in the amount of \$70,684.86 for a total adjusted contract amount of \$1,464,255.72; and

WHEREAS, George J. Savastano, PE, City Engineer; Vincent Bekier, Director of Community Development; Rachel N. Ballezzi, Engineering Clerk; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #4 to City Contract #17-14, 2017 Road Improvements Program - Phase 3 is correct as follows:

Change Order #4

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Supplemental Work				
S-10.	Gas Company Base Repair	8 SY	\$ 93.75	\$ 750.00
S-11.	Fuel Price Adj. March/Apr	1 Lump Sum	\$ 1,093.24	\$ 1,093.24
S-12.	Asphalt Price Adj. March/Apr	1 Lump Sum	\$ 9,667.09	\$ 9,667.09
S-13.	Thermo HC Stall, Blue	1 Lump Sum	\$ 1,500.00	\$ 1,500.00
Total Amount of the Supplemental Work:				\$ 13,010.33

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Change Order #4 (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Extra Work				
4.	HMA Profile Milling	4,288 S.Y.	\$ 4.75	\$ 20,368.00
7.	Hot Mix Asphalt Leveling Course, Mix 9.5M64	585.63 Ton	\$ 79.00	\$ 46,264.77
25.	Reset Existing Casting	2 Units	\$ 275.00	\$ 550.00
35.	Traffic Markings, L's & T's, Long-Life, Thermoplastic	776 L.F.	\$ 0.70	\$ 543.20
Total Amount of the Extra Work:				\$ 67,725.97
Total Amount of Increases for Change Order #4				\$ 80,736.30

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Decrease – Reduction of Work				
3.	Dense Graded Aggregate Base Course, 6" Thick	50 S.Y.	\$ 1.00	(\$ 50.00)
5.	Pulverized Soil Aggregate Base Course, Road Mixed, 6" Thick	550 S.Y.	\$ 4.50	(\$ 2,475.00)
6.	Hot Mix Asphalt Base Course, Mix 19M64, 3" Thick	3,619 S.Y.	\$ 10.00	(\$ 36,190.00)
8.	Hot Mix Asphalt Surface Course, Mix 9.SM64, 1½ " Thick	6,315 S.Y.	\$ 7.00	(\$ 44,205.00)
9.	15" High Density Polyethylene Culvert Pipe, Perforated	33 L.F.	\$ 90.00	(\$ 2,970.00)
11.	18" High Density Polyethylene Culvert Pipe, Perforated	2 L.F.	\$ 115.00	(\$ 230.00)
12.	24" High Density Polyethylene Culvert Pipe, Perforated	2 L.F.	\$ 140.00	(\$ 280.00)
15.	8" Ductile Iron Culvert Pipe, Class 52	100 L.F.	\$ 90.00	(\$ 9,000.00)
16.	12" Ductile Iron Culvert Pipe, Class 52	14 L.F.	\$ 90.00	(\$ 1,260.00)
24.	Reset Valve Box	5 Units	\$ 50.00	(\$ 250.00)
31.	Concrete Driveway, 8" Thick	8 S.Y.	\$ 102.00	(\$ 816.00)
33.	Two-Way Plowable Bi-Directional Blue Pavement	7 Units	\$ 165.00	(\$ 1,155.00)
34.	Traffic Stripes, Long-Life, Epoxy Resin	11,913 LF.	\$ 0.34	(\$ 4,050.42)
36.	Traffic Markings, Lines, Long-Life, Thermoplastic	924 L.F.	\$ 0.60	(\$ 554.40)
37.	Utility Crossing	16 Unit	\$ 1.00	(\$ 16.00)
Total Amount of Reduction of Work:				(\$ 103,501.82)
Total Amount of the Decreased Work for Change Order #4				(\$ 103,501.82)
Total Amount of Change Order #4 Including Increases & Decreases				<u>(\$ 22,765.52)</u>

**Total Amount of City Contract #17-14, 2017 Road Improvements Program - Phase 3
Change Order #4..... \$1,441,490.20**

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the newly adjusted contract cost including Change Order #4 is \$1,441,490.20 an increase of \$220,572.10 to the original contract and a 18.07 (%) percent increase the total for City Contract #17-14, 2017 Road Improvements Program - Phase 3; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #4 to City Contract #17-14, 2017 Road Improvements Program - Phase 3 in the amount of (\$22,765.52) (P.O. #18-00710); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #4 in the amount of (\$22,765.52) to City Contract #17-14, 2017 Road Improvements Program - Phase 3 (P.O. #18-00710) issued to Lexa Concrete, LLC, 11 Commerce Way Drive, Hammonton, NJ 08037 to be charged to the following Capital Account #C-04-55-303-010.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

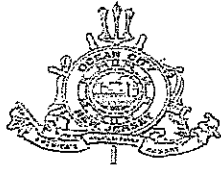
Files: RESCO#4 17-14 2017 Road Improvement Program - PH 3.docx

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: Vince Bekier, Director of Community Development
DATE: May 8, 2019
RE: CHANGE ORDER NO. 4
2017 ROAD IMPROVEMENT PROGRAM - PHASE 3
Project #: 3-17-014

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 4 on the Thursday, May 23, 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:

GAS CO BASE REPAIR	8 SY
FUEL PRICE ADJ. MARCH/APR	1 LUMP SUM
ASPHALT PRICE ADJ MARCH/APR	1 LUMP SUM
THERMO HC STALL, BLUE	1 LUMP SUM
HMA PROFILE MILLING	4288 S.Y.
HOT MIX ASPHALT LEVELING COURSE, MIX 9.5M64	585.63 TON
RESET EXISTING CASTING	2 UNIT
TRAFFIC MARKINGS, L'S & T'S, LONG-LIFE, THERMOPLASTIC	776 L.F.

The changes also include the reduction of materials to reflect the as-builts

DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	50 S.Y.
PULVERIZED SOIL AGGREGATE BASE COURSE, ROAD MIXED, 6" THICK	550 S.Y.
HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	3619 S.Y.
HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 1 1/2" THICK	6315 S.Y.

15" HIGH DENSITY POLYETHYLENE CULVERT PIPE, PERFORATED	33 L.F.
18" HIGH DENSITY POLYETHYLENE CULVERT PIPE, PERFORATED	2 L.F.
24" HIGH DENSITY POLYETHYLENE CULVERT PIPE, PERFORATED	2 L.F.
8" DUCTILE IRON CULVERT PIPE, CLASS 52	100 L.F.
12" DUCTILE IRON CULVERT PIPE, CLASS 52	14 L.F.
RESET VALVE BOX	5 UNIT
CONCRETE DRIVEWAY, 8" THICK	8 S.Y.
TWO-WAY PLOWABLE BI-DIRECTIONAL BLUE PAVEMENT REFLECTORS AND CASTINGS	7 UNIT
TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN	11913 L.F.
TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC	924 L.F.
UTILITY CROSSING	16 UNIT

This change order represents a total current net contract change of
(\$22,765.52) or 18.07%

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



CITY OF OCEAN CITY, ENGINEERING DIVISION
2017 ROAD IMPROVEMENT PROGRAM - PHASE 3

CHANGE ORDER NO. 4
FILE NO. 3-17-014

PURCHASE ORDER #
18-00710

CONTRACTOR:
LEXA CONCRETE
11 COMMERCE WAY DRIVE
HAMMONTON, NJ 08037

REASON FOR CHANGE:
Close-Out Project for Completion

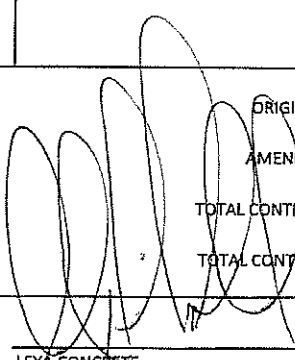
THE TIME PROVIDED FOR COMPLETION OF THIS PROJECT IS:
____ UNCHANGED, ____ INCREASED, ____ DECREASED, BY ____ CALENDAR DAYS.

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

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S-10	GAS CO BASE REPAIR	8	SY	\$93.75	\$750.00
	S-11	FUEL PRICE ADJ. MARCH/APR	1	LUMP SUM	\$1,093.24	\$1,093.24
	S-12	ASPHALT PRICE ADJ MARCH/APR	1	LUMP SUM	\$9,667.09	\$9,667.09
	S-13	THERMO HC STALL, BLUE	1	LUMP SUM	\$1,500.00	\$1,500.00
					SUBTOTAL:	\$13,010.33
EXTRA	4	HMA PROFILE MILLING	4288	S.Y.	\$4.75	\$20,368.00
	7	HOT MIX ASPHALT LEVELING COURSE, MIX 9.5M64	585.63	TON	\$79.00	\$46,264.77
	25	RESET EXISTING CASTING	2	UNIT	\$275.00	\$550.00
	35	TRAFFIC MARKINGS, L'S & T'S, LONG-LIFE, THERMOPLASTIC	776	L.F.	\$0.70	\$543.20
					SUBTOTAL:	\$67,725.97
REDUCTION	3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	50	S.Y.	\$1.00	\$50.00
	5	PULVERIZED SOIL AGGREGATE BASE COURSE, ROAD MIXED, 6" THICK	550	S.Y.	\$4.50	\$2,475.00
	6	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	3619	S.Y.	\$10.00	\$36,190.00
	8	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 1 1/2" THICK	6315	S.Y.	\$7.00	\$44,205.00
	9	15" HIGH DENSITY POLYETHYLENE CULVERT PIPE, PERFORATED	33	L.F.	\$90.00	\$2,970.00
	11	18" HIGH DENSITY POLYETHYLENE CULVERT PIPE, PERFORATED	2	L.F.	\$115.00	\$230.00
	12	24" HIGH DENSITY POLYETHYLENE CULVERT PIPE, PERFORATED	2	L.F.	\$140.00	\$280.00
	15	8" DUCTILE IRON CULVERT PIPE, CLASS 52	100	L.F.	\$90.00	\$9,000.00
	16	12" DUCTILE IRON CULVERT PIPE, CLASS 52	14	L.F.	\$90.00	\$1,260.00
	24	RESET VALVE BOX	5	UNIT	\$50.00	\$250.00
	31	CONCRETE DRIVEWAY, 8" THICK	8	S.Y.	\$102.00	\$816.00
	33	TWO-WAY PLOWABLE BI-DIRECTIONAL BLUE PAVEMENT REFLECTORS AND CASTINGS	7	UNIT	\$165.00	\$1,155.00
	34	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN	11913	L.F.	\$0.34	\$4,050.42
	36	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC	924	L.F.	\$0.60	\$554.40
	37	UTILITY CROSSING	16	UNIT	\$1.00	\$16.00
					SUBTOTAL:	\$103,501.82

CHANGE ORDER SUMMARY				
PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$11,652.50	13th St Pipe		
2	\$161,000.26	tide fix & materials	+ SUPPLEMENTAL	\$13,010.33
3	\$70,684.86	Materials needed to complete project		
4	(\$22,765.52)	Close-Out Project for Completion	+ EXTRA	\$67,725.97
5				
6			- REDUCTIONS	\$103,501.82
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	(\$22,765.52)
10				

ORIGINAL CONTRACT AMOUNT	\$1,220,918.10
AMENDED CONTRACT AMOUNT	\$1,441,490.20
TOTAL CONTRACT CHANGE (AMOUNT)	\$220,572.10
TOTAL CONTRACT CHANGE (PERCENT)	18.07%

ACCEPTED BY:  4/30/19

LEXA CONCRETE DATE

APPROVED BY:

PROJECT MANAGER DATE

MUNICIPAL ENGINEER DATE

PURCHASING AGENT DATE

CHIEF FINANCIAL OFFICER DATE

RESOLUTION

8

AUTHORIZING CHANGE ORDER #34 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 #19-55-143 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 24, 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 Orders #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

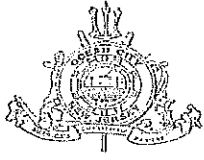
WHEREAS, the City Council of Ocean City, New Jersey authorized a Modification to Change Order #22 & Change Order #27 to City Contract #17-53, Northend Drainage Improvements on March 28, 2019 by Resolution #19-55-236 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$87,494.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Orders #28 & 29 to City Contract #17-53, Northend Drainage Improvements on April 11, 2019 by Resolution #19-55-255 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$121,623.80; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Orders #30 & 31 to City Contract #17-53, Northend Drainage Improvements on April 25, 2019 by Resolution #19-55-265 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$62,260.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Orders #32 & 33 to City Contract #17-53, Northend Drainage Improvements on May 9, 2019 by Resolution #19-55-282 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$24,877.70; 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 and certified Change Order #34 to City Contract #17-53, Northend Drainage Improvements is correct as follows:



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: Joseph Clark, Purchasing Manager
FROM: Vince Bekier, Director of Community Development
DATE: May 8, 2019
RE: CHANGE ORDER NO. 34
NORTH END DRAINAGE IMPROVEMENTS
Project #: 3-2017-053

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 34
on the Thursday, May 23, 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 ADDITION OF CURB, GUTTER AND DRIVEWAYS AT 417
BAY AVE, FIREHOUSE 500 BLOCK WEST AVE, BAY VILLA MARINA BAY AVE
& BAYSIDE CENTER:

FINISHER	11 HRS
OPERATOR	14 HRS
LABORER	12 HRS
TEAMSTER	10 HRS
EXCAVATOR	8 HRS
BACKHOE	3 HRS
TRIAXLE	10 HRS
COMPRESSOR	2 HRS
JACK HAMMER	2 HRS
CONC. SAW	1 HRS
CONCRETE	5 C.Y.
FORMWORK	105 S.F.

This change order represents a total current contract amount net change for this change order of
\$7,642.22 or 17.03%

[illegible]

		0		0	\$0.00	
		0		0	\$0.00	
		0		0	\$0.00	
					SUBTOTAL:	\$0.00
CHANGE ORDER SUMMARY						
PREVIOUS CHANGE ORDERS				CURRENT CHANGE ORDER		

NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$55,458.00	MATERIALS NEEDED TO COMPLETE PROJECT		
2	\$59,297.68	CHANGES TO COMPLETE JOB MORE EFFICIENTLY	+ SUPPLEMENTAL	\$7,642.22
3	\$15,558.50	MATERIALS NEEDED TO COMPLETE PROJECT		
4	\$3,070.00	MATERIALS NEEDED TO COMPLETE PROJECT	+ EXTRA	\$0.00
5	(\$90,454.60)	MATERIALS NEEDED TO COMPLETE PROJECT		
6	(\$23,003.60)	MATERIALS NEEDED TO COMPLETE PROJECT	- REDUCTIONS	\$0.00
7	\$56,088.00	IMPROVEMENTS TO 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	\$7,642.22
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	\$31,790.00	SOD & IRRIGATION		
31	\$30,470.00	MATERIALS NEEDED TO PROGRESS PROJECT STATUS		
32	\$14,680.00	STAIRS AND RAILS FOR PUMP STATIONS		
33	\$10,197.70	T & M WORK ON 100 BLK OF WEST AVE		
34	\$7,642.22	T&M WORK FOR ADDITION OF CURB, GUTTER AND DRIVEWAYS		
35				
ORIGINAL CONTRACT AMOUNT			\$7,863,006.62	
AMENDED CONTRACT AMOUNT			\$9,202,447.77	
TOTAL CONTRACT CHANGE (AMOUNT)			\$1,339,441.15	
TOTAL CONTRACT CHANGE (PERCENT)			17.03%	
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

Change Order # 34

Increase – Supplemental Work

Item	Description	Quantity	Unit Price	Total Price
S-31.	T&M Work for Addition of Curb, Gutter & Driveways at 417 Bay Avenue, Firehouse 500 Block West Avenue, Bay Villa Marina Bay Avenue & Bayside Center:			
	Finisher	11 Hrs	\$ 117.81	\$ 1,295.91
	Operator	14 Hrs	\$ 135.10	\$ 1,891.40
	Laborer	12 Hrs	\$ 112.93	\$ 1,355.16
	Teamster	10 Hrs	\$ 90.63	\$ 906.30
	Excavator	8 Hrs	\$ 68.75	\$ 550.00
	Backhoe	3 Hrs	\$ 48.80	\$ 146.40
	Triaxle	10 Hrs	\$ 59.33	\$ 593.30
	Compressor	2 Hrs	\$ 20.00	\$ 40.00
	Jack Hammer	2 Hrs	\$ 10.00	\$ 20.00
	Conc. Saw	1 Hrs	\$ 10.00	\$ 10.00
	Concrete	5 C.Y.	\$ 156.25	\$ 781.25
	Formwork	105 S.F.	\$ 0.50	\$ 52.50
Total Amount of Increase – Supplemental Work:				\$ 7,642.22

Total Amount of Increase to Change Order #34 \$ 7,642.22

Total Amount of Change Order #34 including Increase & Decreases \$ 7,642.22

Total Amount of City Contract #17-53, Northend Drainage Improvements Including Change Order #34 \$9,202,447.77

WHEREAS, the newly adjusted contract cost including Change Order #34 \$9,202,447.77 an increase of \$1,339,441.15 to the original contract and a 17.03 (%) percent increase in the total for City Contract #17-53, Northend Drainage Improvements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #34 to City Contract #17-53, Northend Drainage Improvements in the net amount of \$7,642.22 (P.O. #18-00189); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #34 in the net amount of \$7,642.22 to City Contract #17-53, Northend Drainage Improvements (P.O. #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#34 CC#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

RESOLUTION

9

**AUTHORIZING CHANGE ORDER #3 TO CITY CONTRACT #18-32,
SHOOTING ISLAND LIVING SHORELINE RESTORATION PROJECT**

WHEREAS, specifications were authorized for advertisement by Resolution #18-54-218 on Thursday, June 14, 2018 for City Contract #18-32, Shooting Island Living Shoreline Restoration Project; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, June 20, 2018, the Notice to Bidders and the specifications was posted on the City of Ocean City's website, www.ocnj.us; and the specifications were distributed to twenty eight (28) prospective bidder(s) for City Contract #18-32, Shooting Island Living Shoreline Restoration Project; and

WHEREAS, bid proposals were opened for City Contract #18-32, Shooting Island Living Shoreline Restoration Project on Tuesday, August 28 2018 and four (4) bid proposals were received; and

WHEREAS, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Project Manager, Act Engineers; George J. Savastano, Business Administrator; Frank Donato, Director of Financial Management and Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals, specifications and award recommendation for City Contract #18-32, Shooting Island Living Shoreline Restoration Project to Charter Contracting Company be contingent upon the City of Ocean City receiving the NJDEP permit; and

WHEREAS, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Project Manager, Act Engineers; George J. Savastano, Business Administrator; Frank Donato, Director of Financial Management; Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #18-32, Shooting Island Living Shoreline Restoration Project be awarded to Charter Contracting Company, the lowest responsible bidder, upon receipt of the NJDEP permit for the project; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #18-32, Shooting Island Living Shoreline Restoration Project on November 8, 2018 by Resolution #18-55-024 to **Charter Contracting Company, 500 Harrison Avenue, Suite 4R, Boston, MA 02118** in the amount of \$2,305,795.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #18-32, Shooting Island Living Shoreline Restoration Project on April 25, 2019 by Resolution #19-55-268 in the net amount of (\$117,100.77) resulting in an adjusted contract amount of \$2,188,694.23; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #2 to City Contract #18-32, Shooting Island Living Shoreline Restoration Project on May 9, 2019 by Resolution #19-55-283 in the net amount of \$2,711.19 resulting in an adjusted contract amount of \$2,191,405.42; and

WHEREAS, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Vice President, Act Engineers; George J. Savastano, Business Administrator; Roger Rinck, Manager of Engineering & Construction; Rachel N. Ballezzi, Clerk; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #3 to City Contract #18-32, Shooting Island Living Shoreline Restoration Project is correct as follows:

Change Order #3

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Increase – Additional Work				
S-2.	Increase in Bathymetric Survey	1 LS	\$ 8,550.00	\$ 8,550.00
Total Amount of the Increases for Change Order #3				\$ 8,550.00
Total Amount of the Change Order #3 including the Increase.....				\$ 8,550.00
Total Amount of City Contract # 18-32, Shooting Island Living Shoreline Restoration Project Including Change Order #3.....				\$2,199,955.42

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the newly adjusted contract cost including Change Order #3 is \$2,199,955.42 a decrease of (\$105,839.58) to the original contract and a (4.5) (%) percent decrease in the total for City Contract #18-32, Shooting Island Living Shoreline Restoration Project; and

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 #18-32, Shooting Island Living Shoreline Restoration Project in the amount of \$8,550.00 (P.O. #18-03331); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #3 in the amount of \$8,550.00 to City Contract #18-32, Shooting Island Living Shoreline Restoration Project (P.O. #18-03331) issued to Charter Contracting Company, 500 Harrison Avenue, Suite 4R, Boston, MA 02118 and to be charged to Capital Account # C-04-55-307-101 - \$8,550.00.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESCO#3-18-32 Shooting Island Living Shoreline.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

C.O. TITLE: Bathymetric Survey Requirement Modification **DATE:** 4/23/2019
PROJECT NAME: City Contract No: 18-32 – Shooting Island Living Shoreline Project
CONTRACTOR: Charter Contracting Company, LLC **PROJECT NO:** 18-32
OWNER: City of Ocean City

Change Order Description:

This change order has been prepared to address the additional level of effort necessary to perform as-built bathymetric surveying for City Contract No. 18-32 due to project feature design modifications that occurred following award of the project. Design modifications that were detailed in Construction Field Memorandum No. 2 and Change Order No. 1 resulted in additional extent and complexity of surveying. Addition of subtidal fish windows features in the living shoreline sill and extension of oyster habitat block shoreline length required additional survey time to complete the work.

Charter Contracting Company LLC's proposed lump sum pricing for this change is provided as Attachment A.

The Contract is Modified as Follows:

The change results in a cost increase to the project of \$8,550.00.

All terms and conditions of the specifications and drawings for City Contract 18-32 shall continue to apply to this work.

Contract time is: ☒ Unchanged ☐ Increased ☐ Decreased by +/- days ☐ Work Days ☐ Cal. Days

Approved By (Not valid until signed by Owner)**Approval Recommended - Project Engineer**

Travis Merritts

(Print name)

Travis Merritts

Signature

4/23/2019

Date

Approved by Owner

Roger Rinck

(Print name & title)

Signature

Date

Contractor

Sean McCann

(Print name & title)

Sean McCann

Signature

04/23/2019

Date

Attachments: A. Charter Contracting Change Order No. 3 Summary Table

4/22/2019 3:47:15PM

Shooting Island Living Shoreline & Oyster Habitat Construction Change Order #03



Contact:

Phone:

Fax:

Quote To:

Job Name:

Phone:

Date of Plans:

Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INCREASE BATHYMETRIC SURVEY	1.00	LS	8,550.00	8,550.00
GRAND TOTAL					\$8,550.00

NOTES:

- ITEM 500 IS FOR INCREASED COSTS IN BATHYMETRIC SURVEYS DUE TO THE LARGER FISH SILLS AND INCREASED OYSTER BLOCK LENGTHS CHANGED IN COP #03.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

10

**AUTHORIZING THE EXTENSION OF CITY CONTRACT #16-19 R-1,
SUPPLY & DELIVERY OF UNIFORMS & SPORTSWEAR APPAREL**

WHEREAS, specifications were authorized for advertisement by Resolution No. 16-52-141 on May 26, 2016 for City Contract #16-19, Supply & Delivery of Uniforms & Sportswear Apparel; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, October 10, 2016, the Notice to Bidders was posted on the City of Ocean City's website, www.ocnj.us and the Invitation to Bid was distributed to nineteen (19) prospective bidders; and

WHEREAS, bid proposals were opened for City Contract #16-19, Supply & Delivery of Uniforms & Sportswear Apparel on Tuesday, January 24, 2017 and six (6) bid proposals were received; and

WHEREAS, Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommend that the bid proposal be rejected and rebid due to revisions of the specifications in accordance to N.J.S.A. 40A:11-13.2 (d); and

WHEREAS, the City Council of Ocean City, New Jersey rejected City Contract #16-19, Supply & Delivery of Uniforms & Sportswear Apparel on December 20, 2016 by Resolution #16-52-355; and

WHEREAS, the Notice to Bidders for City Contract #16-19 R-1, Supply & Delivery of Uniforms & Sportswear Apparel was advertised in the Ocean City Sentinel on Wednesday, January 25, 2017, the Notice to Bidders was posted on the City of Ocean City's website @ www.ocnj.us and the Invitation to Bid was distributed to nineteen (19) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #16-19 R-1, Supply & Delivery of Uniforms & Sportswear Apparel on Tuesday, February 14, 2017 and seven (7) bid proposals were received per the Summary of Bid Proposals; and

WHEREAS, Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommended that the contract be awarded to Austin Sports Center, Geiger, Metuchen Center, Inc., Proforma Dynamic Resources, LLC, Sports Specialties & W.B. Mason Company, Inc.; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #16-19 R-1, Supply & Delivery of Uniforms & Sportswear Apparel on March 9, 2017 by Resolution #17-53-075 to Austin Sports Center, Geiger, Metuchen Center, Inc., Proforma Dynamic Resources, LLC, Sports Specialties & W.B. Mason Company, Inc. for the initial twenty four month contract period of March 1, 2017 through January 31, 2019; and

WHEREAS, the City of Ocean City, New Jersey desires to extend City Contract #16-19 R-1, Supply & Delivery of Uniforms & Sportswear Apparel to Austin Sports Center, Geiger, Metuchen Center, Inc., Proforma Dynamic Resources, LLC, Sports Specialties & W.B. Mason Company, Inc. as stated in the specifications and submitted bid proposal; and

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

WHEREAS, Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the current terms and conditions of the contract and recommend that the contract be extended for a period of an additional twelve (12) months beginning on February 1, 2019 through January 31, 2020; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City that City Contract #16-19 R-1, Supply & Delivery of Uniforms & Sportswear Apparel be and is hereby extended for the additional twelve (12) months as follows:

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Austin Sports Center 2103 Mac Dade Blvd Holmes, PA 19043			
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<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2018/2019</u> <u>Unit Prices</u>
Group A-Administration			
1.0	Polo Shirts-Ping Pima Pique Shirts #P305 & LP305 Brand: Ping Item #: P305-LP305	S-XL	\$ 18.95 + 1.6% CPI Rate
		XXL-4XL	\$ 20.95 + 1.6% CPI Rate
2.0	Polo Shirts-Ping Collection Dry Fiber Dynamics #P501 & LP501 Brand: Ping Item #: P501-LP501	S-XL	\$ 18.95 + 1.6% CPI Rate
		2XL-4XL	\$ 20.95+ 1.6% CPI Rate
3.0	Nike Golf Shirts - Dri Fit Pique Polo Shirts #452885 & #443119 Brand: Nike Item #: 452885-443119	S-XL	\$ 36.95 + 1.6% CPI Rate
		2XL	\$ 38.95 + 1.6% CPI Rate
		3XL	\$ 39.95 + 1.6% CPI Rate
4.0	Devon & Jones-Crown Collection Solid Broadcloth Shirts #D620W & D620 Brand: Devon & Jones Item #: D620-D620W	S-XL	\$ 27.00 + 1.6% CPI Rate
		2XL	\$ 28.00 + 1.6% CPI Rate
		3XL	\$ 29.00 + 1.6% CPI Rate
5.0	Adidas Climalite Pique Polo #A170 Brand: Adidas A170 Item #: A170	S-XL	\$ 32.95 + 1.6% CPI Rate
		2XL	\$ 33.95 + 1.6% CPI Rate
		3XL	\$ 35.95 + 1.6% CPI Rate
6.0	Nike Dri Fit Long Sleeve Polo #604940 Brand: Nike Item #: 604940	S-XL	\$ 36.95 + 1.6% CPI Rate
		2XL	\$ 37.95 + 1.6% CPI Rate
		3XL	\$ 39.95 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group A-Administration 6

Group B-Aquatic & Fitness

1.0	Polo Shirt-Ultra Club Classic Platinum Polo			
	#7500 & #7500L Brand: Ultra Club Item #: 7500-7500L			
	Adult Embroidered	S-XL	\$	21.50 + 1.6% CPI Rate
		2XL-4XL	\$	23.50 + 1.6% CPI Rate
	Adult Silkscreen	S-XL	\$	21.50 + 1.6% CPI Rate
		2XL-4XL	\$	23.50 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group B-Aquatic & Fitness 1

Group C-Beach Fee

1.0	Tank Top-Augusta #180 Brand: Augusta Item #: 180	S-XL	\$ 7.50+ 1.6% CPI Rate
8.0	Hat – Ultra Club Headwear #8105 Brand: Ultra Club Item #: 8105	one size	\$ 3.35 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group C-Beach Fee 2

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Austin Sport Center (Continued)

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Prices</u>	
<u>Group D-Parking Regulations & Revenue Collection</u>				
4.0	Visor, Toppers Gen-X Sandwich Sport Visor #3904 Brand: Toppers Item #: 3904	one size	\$	7.95 + 1.6% CPI Rate
13.0	Jacket - Devon & Jones Weathercept #D780 & #D780W Brand: Devon & Jones Item #: D780-D780W	S-XL XXL-4XL	\$ \$	27.50 + 1.6% CPI Rate 30.50 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group D-Parking Regulations & Revenue Collection 2

Group E-Planning & Engineering Department

1.0	Polo Shirts – Chestnut Hills Performance Plus Pique Polo Pocket #CH100P & CH100W	S-XL 2XL-4XL	\$ \$	19.95 + 1.6% CPI Rate 21.95 + 1.6% CPI Rate
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Total Number of Line Items Awarded In Group E-Planning & Engineering Department 2

Group F-Public Relations

4.0	Polo Shirts-Ultra Club Egyptian Interlock Polo #8505 & 8507 Brand: Ultra Club Item #: 8505-8507	S-XL 2XL-4XL	\$ \$	18.50 + 1.6% CPI Rate 20.50 + 1.6% CPI Rate
7.0	Polo Shirts-Ultra Cool N Dry #8425 & 8425L Brand: Ultra Club Item #: 8425-8425L	S-XL 2XL-4XL	\$ \$	14.75 + 1.6% CPI Rate 16.75 + 1.6% CPI Rate
8.0	Polo Shirts-Ultra Club Classic Pique #8534 Brand: Ultra Club Item #: 8534	S-XL 2XL-4XL	\$ \$	17.25 + 1.6% CPI Rate 19.25 + 1.6% CPI Rate
10.0	Sweatshirts-Gildan Ultra Blend #12000 Brand: Gildan Item #: 12000	S-XL 2XL-3XL	\$ \$	14.75 + 1.6% CPI Rate 16.75 + 1.6% CPI Rate
11.0	Jacket Hooded Fleeced Lined-Ultra Club #8915 Brand: Ultra Club Item #: 8915	S-XL 2XL-4XL	\$ \$	27.95 + 1.6% CPI Rate 29.95 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group F-Public Relations 5

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Austin Sport Center (Continued)

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Prices</u>
Group G-Recreation Division			
Staff			
4.0	Shooter Shirt-Augusta #203		
	Brand: Augusta	S-XL	\$ 8.25 + 1.6% CPI Rate
	Item #: 203	2XL-3XL	\$ 10.25 + 1.6% CPI Rate
	Price upcharge for 8-Color City Logo / per unit		\$ 3.00+ 1.6% CPI Rate
5.0	V-Neck T-Shirts-Anvil #652		
	Brand: Anvil Item #: 652	S-XL	\$ 7.75 + 1.6% CPI Rate
	Price upcharge for 8-Color City Logo / per unit		\$ 3.00 + 1.6% CPI Rate
Basketball			
6.0	T-Shirts-Gildan Ultra Blend #8000 & 8000B		
	Brand: Gildan Item #: 8000-8000B		
	Without City Logo & setup for Basketball logo	Youth S-L	\$ 4.55 + 1.6% CPI Rate
		Adult S-XL	\$ 4.55 + 1.6% CPI Rate
	With City Logo & setup for Basketball logo	Youth S-L	\$ 7.50 + 1.6% CPI Rate
		Adult S-XL	\$ 7.50 + 1.6% CPI Rate
10.0	T-Shirts-Gildan Ultra Cotton #2000B		
	Brand		
	Without City Logo & setup for Basketball logo	Youth S-L	\$ 3.75 + 1.6% CPI Rate
		Adult S-XL	\$ 3.75 + 1.6% CPI Rate
	With City Logo & setup for Basketball logo	Youth S-L	\$ 6.75 + 1.6% CPI Rate
		Adult S-XL	\$ 6.75 + 1.6% CPI Rate
Soccer			
14.0	T-Shirts-Fruit of The Loom #5930R & 5930BR		
	Brand: Fruit of the Loom Item #: 5930R-5930BR		
	Without City Logo & setup for Soccer logo	Youth M-L	\$ 5.15 + 1.6% CPI Rate
		Adult S-XL	\$ 5.15 + 1.6% CPI Rate
	With City Logo & setup for Soccer logo	Youth M-L	\$ 8.15 + 1.6% CPI Rate
		Adult S-XL	\$ 8.15 + 1.6% CPI Rate
Little Miss Ocean City Pageant & Junior Miss Ocean City Pageant			
19.0	Shorts-Badger Sports 2202 & 7202 Cheer Shorts		
	Brand: Badger	Youth S-L	\$ 6.85 + 1.6% CPI Rate
	Item #: 2202-7202	Adult S-XL	\$ 6.85 + 1.6% CPI Rate
20.0	Shorts-Soffee #M307 Cheer Shorts		
	Brand: Soffee	Junior S-L	\$ 6.85 + 1.6% CPI Rate
	Item #: M307	Adult S-XL	\$ 6.85 + 1.6% CPI Rate
Lifeguard Camp			
25.0	T-Shirts-Gildan Ultra Cotton #2000		
	Brand: Gildan	Youth S-L	\$ 4.45 + 1.6% CPI Rate
	Item #: 2000	Adult S-XL	\$ 4.45 + 1.6% CPI Rate
Police Camp			
26.0	T-Shirts-Gildan Ultra Cotton #2000		
	Brand: Gildan	Youth S-L	\$ 3.95+ 1.6% CPI Rate
	Item #: 2000	Adult S-XL	\$ 3.95 + 1.6% CPI Rate
28.0	T-Shirts-Soffee #B345 & M305		
	Brand: Soffee	Youth S-L	\$ 4.50 + 1.6% CPI Rate
	Item #: B345-M305	Adult S-L	\$ 4.50 + 1.6% CPI Rate

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Austin Sport Center (Continued)

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Prices</u>	
Group G-Recreation Division				
Firefighter Camp				
30.0	T-Shirts-Gildan Ultra Cotton #2000 Brand: Gildan Item #: 2000-2000B	Youth S-L Adult S-XL	\$ \$	4.75 + 1.6% CPI Rate 4.75 + 1.6% CPI Rate
31.0	Yupoong Flexfit Baseball Caps #6997 Brand: Yupoong Item #: 6997	Youth One Size Adult One Size	\$ \$	9.50+ 1.6% CPI Rate 9.50 + 1.6% CPI Rate
Tennis Championship				
33.0	T-Shirts-Gildan Ultra Cotton #2000 Brand: Gildan Item #: 2000 Without City Logo & setup for Tennis logo With City Logo & setup for Tennis logo	S-XL 2XL-3XL S-XL 2XL-3XL	\$ \$ \$ \$	3.65+ 1.6% CPI Rate 3.65+ 1.6% CPI Rate 6.65+ 1.6% CPI Rate 3.65+ 1.6% CPI Rate
34.0	V-Neck T-Shirts-Anvil #652 & 652L Brand: Anvil Item #: 652-652L Without City Logo & setup for Tennis logo With City Logo & setup for Tennis logo	S-XL S-XL	\$ \$	6.75+ 1.6% CPI Rate 9.75 + 1.6% CPI Rate
Pamper Scamper Events				
39.0	Infant Pull Over Towel Bib-L.A.T. Sportswear Inc. Rabbit Skins #1000 Brand: Rabbit Skins Item #: 1000	One Size	\$	3.90 + 1.6% CPI Rate
Weird Week				
40.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000B Brand: Gildan Item #: 2000	Youth S-L Adult S-XL	\$ \$	5.75 + 1.6% CPI Rate 5.75 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group G-Recreation				16

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Austin Sport Center (Continued)

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Price</u>
Group H-Public Works Department			
2.0	Polo Shirts-Ultra Club Cool N Dry Shirt #8210		
	Brand: Ultra Club	S-XL	\$ 10.95 + 1.6% CPI Rate
	Item # 8210	2XL-5XL	\$ 12.95 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group H-Public Works Department 1

Group I - Public Works-Grounds

4.0	Jacket-Luna Pier Coach Jacket #BB9515		
	Brand: Luna Pier	S-XL	\$ 21.95 + 1.6% CPI Rate
	Item #: BB9515	2XL-4XL	\$ 23.95 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group I-Public Works – Grounds 1

Group K- Citywide Items

1.0	3 In 1 Jackets-Core 365 By North End-Men’s #88205	S-XL	\$ 64.00 + 1.6% CPI Rate
		2XL	\$ 66.00 + 1.6% CPI Rate
		3XL	\$ 67.00 + 1.6% CPI Rate
		4XL	\$ 68.00 + 1.6% CPI Rate
		5XL	\$ 70.00 + 1.6% CPI Rate
2.0	3 In 1 Jackets-Core 365 By North End-Ladies’ #78205	S-XL	\$ 64.00 + 1.6% CPI Rate
		2XL	\$ 66.00 + 1.6% CPI Rate
		3XL	\$ 67.00 + 1.6% CPI Rate
		4XL	\$ 68.00 + 1.6% CPI Rate
		5XL	\$ 70.00 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group K-Citywide Items 2

TOTAL NUMBER OF LINE ITEMS AWARDED TO AUSTIN SPORTS CENTER 35

Geiger
70 Mt. Hope Avenue
Lewiston, ME. 04240

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Price</u>
Group H-Public Works Department			
3.0	Scrub Pants-Landau Classic Fit Pant #8320		
	Brand	S-XL	\$ 14.19+ 1.6% CPI Rate
	Item #	2XL-5XL	\$ 17.03 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group H-Public Works Department 1

TOTAL NUMBER OF LINE ITEMS AWARDED TO GEIGER 1

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Metuchen Center Inc.
10-12 Embroidery Street
Sayreville, NJ 08872

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Price</u>
Group C-Beach Fee			
2.0	Polo Shirts-Anvil #4600 Brand: Anvil Item #: 4600	S-XL	\$ 6.95 + 1.6% CPI Rate
3.0	Polo Shirt - Ultra Club Collection #8535 & 8530 Brand: Ultra Club Item #: 8535-8530	S-XL 2XL-3XL	\$ 10.99 + 1.6% CPI Rate \$ 12.99 + 1.6% CPI Rate
6.0	Hat – Big Accessories, Inc., Outlander HCO	one size	\$ 7.49 + 1.6% CPI Rate
7.0	Packaway Jackets – Ultra Club #8925 Hooded Pullover ¼ Zip Brand: Ultra Club Item #: 8925	S-XL 2XL-4XL	\$ 19.99 + 1.6% CPI Rate \$ 23.99 + 1.6% CPI Rate
9.0	Baguette Waist Apron – Topper #9420 Brand: Toppers Item #: 9420	one size	\$ 3.19 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group C-Beach Fee			5
Group D – Parking Regulations & Revenue Collection			
3.0	Baguette Waist Apron – Topper #9420 Brand: Topper Item #: 9420	one size	\$ 3.19 + 1.6% CPI Rate
5.0	Hat – Big Accessories, Inc., Outlander HCO	one size	\$ 11.99 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group D – Parking Regulations & Revenue Collection			2
Group G-Recreation Division			
Lifeguard Camp			
23.0	Polo Shirts-Ultra Club Cool N Dry #8435 & 8436 Brand: Ultra Club Item #: 8435-8436	Adult S-XL	\$ 11.99 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group G-Recreation Division			1
Group H-Public Works Department			
5.0	Hat Big Accessories, Inc.-HCO Outlander	one size	\$ 7.49 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group H-Public Works Department			1
TOTAL NUMBER OF LINE ITEMS AWARDED TO METUCHEN CENTER INC.			4

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Proforma Dynamic Resources, LLC.
157 Cooper Road
W. Berlin, NJ 08091

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Price</u>
Group C-Beach Fee			
5.0	T-Shirts Long Sleeve – Gildan Ultra Cotton #2400 & 2400L Brand: Gildan Item #: 2400-2400L	S-XL	\$ 4.30 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group C-Beach Fee			1
Group D – Parking Regulations & Revenue Collection			
8.0	Shorts – Dickie’s Women’s 9” Relaxed Front Shorts #FR221 Brand: Dickie Item #: FR221	4-18	\$ 13.80 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group D – Parking Regulations & Revenue Collection			1
Group F – Public Relations			
5.0	Polo Shirts-Ultra Club Micro-Pima Patterned Polo #8582 & 8583 Brand: Ultra Club Item #: 8582-8583	S-XI	\$ 10.95 + 1.6% CPI Rate
		2XL-3XL	\$ 12.95 + 1.6% CPI Rate
6.0	Polo Shirts-Ultra Club Cool N Dry #8405 & 8407 Brand: Ultra Club Item #: 8405-8407	S-XI	\$ 17.35 + 1.6% CPI Rate
		2XL-6XL	\$ 20.00 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group F – Public Relations			2
Group G-Recreation Division			
Arts & Craft Program			
21.0	T-Shirts-Gildan Ultra Blend #8000B Brand: Gildan Item #: 800B	Youth S-L	\$ 4.00 + 1.6% CPI Rate
Morning Sports Program			
22.0	T-Shirts-Gildan Ultra Blend #8000 & 8000B Brand: Gildan Item #: 8000-8000B	Youth S-L	\$ 4.00 + 1.6% CPI Rate
		Adult S-XL	\$ 4.00 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group G-Recreation Division			2
Group I – Public Works – Grounds			
1.0	T-Shirts-Gildan Dry Blend #8000 Brand: Gildan Item #: 8000	S-XL	\$ 4.65 + 1.6% CPI Rate
		2XL-5XL	\$ 6.65 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group I – Public Works – Grounds			1
TOTAL NUMBER OF LINE ITEMS AWARDED TO PROFORMA DYNAMIC RESOURCES, LLC			

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Sport Specialties
50 S. Glenwood Avenue
Clifton Heights, PA 19018

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Price</u>
Group B-Aquatic & Fitness			
2.0	Raglan Short Sleeve T-Shirt-Sport-Tek Dry Zone #T473 & L473 Brand: Sport Tek Item #: T473-L473 Adult Embroidered	S-XL 2XL-4XL	\$ 16.20 + 1.6% CPI Rate \$ 19.00 + 1.6% CPI Rate
	Adult Silkscreen	S-XL 2XL-4XL	\$ 14.90 + 1.6% CPI Rate \$ 17.80 + 1.6% CPI Rate
3.0	Raglan Long Sleeve T-Shirt-Sport-Tek Dry Zone #T473LS & L473LS Brand: Sport Tek Item #: T473LS-L473LS Adult Embroidered	S-XL 2XL-4XL	\$ 18.00 + 1.6% CPI Rate \$ 20.00 + 1.6% CPI Rate
	Adult Silkscreen	S-XL 2XL-4XL	\$ 17.00 + 1.6% CPI Rate \$ 19.00 + 1.6% CPI Rate
4.0	Tank Top-Lifeguards/Staff-Gildan Ultra Cotton #2200 Brand: Gildan Item #: 2200	S-XL 2XL	\$ 6.30 + 1.6% CPI Rate \$ 7.60 + 1.6% CPI Rate
5.0	Tank Top - Event/Race-Gildan Ultra Cotton #642 & 642L Brand: Gildan	S-XL 2XL	\$ 5.70 + 1.6% CPI Rate \$ 6.60 + 1.6% CPI Rate
6.0	T-Shirts-Staff-Gildan Ultra Cotton #2000 & 2000L Brand: Gildan Item #: 2000-2000L	S-XL 2XL	\$ 4.20+ 1.6% CPI Rate \$ 6.10 + 1.6% CPI Rate
7.0	T-Shirts-Event/Race-Gildan Ultra Cotton #2000 & 2000L Brand: Gildan Item #: 2000-2000L	S-XL 2XL-4XL	\$ 3.90 + 1.6% CPI Rate \$ 5.90 + 1.6% CPI Rate
8.0	T-Shirt Long Sleeve-Gildan Ultra Cotton #2400 & 2400L Brand: Gildan Item #: 2400-2400L	S-XL 2XL-4XL	\$ 6.75 + 1.6% CPI Rate \$ 8.25/\$10.25 + 1.6% CPI Rate
9.0	Sweatshirts Hooded-Gildan Ultra Blend #12500, 18700F & 18700LF Brand: Gildan Item #: 12500-18700F-18700LF		
	Adult Embroidered	S-XL 2XL-4XL	\$ 19.75 + 1.6% CPI Rate \$ 20.85 + 1.6% CPI Rate
	Adult Silkscreen	S-XL 2XL-4XL	\$ 18.75 + 1.6% CPI Rate \$ 19.75 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group B-Aquatic & Fitness			8
Group C-Beach Fee			
4.0	T-Shirt - Hanes Heavyweight #5250 Brand: Hanes Item #: 5250	S-XL	\$ 2.94 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group C-Beach Fee			1

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Sport Specialties (Continued)

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Price</u>	
Group D-Parking Regulations & Revenue Collection				
1.0	Polo Shirt – Gildan Ultra Blend #8800 Brand: Gildan Item #: 8800	S-XL 2XL-5XL	\$	5.90 + 1.6% CPI Rate 7.90 + 1.6% CPI Rate
2.0	T-Shirts – Gildan Ultra Cotton #2000 & 2000L Brand: Gildan Item #: 2000-2000L	S-XL 2XL-5XL	\$	3.90 + 1.6% CPI Rate 5.90 + 1.6% CPI Rate
6.0	Hat V-Flex Fit Cotton Twill #5001 Brand: Flex Fit Item #: 5001	one size	\$	10.70 + 1.6% CPI Rate
7.0	T-Shirts - Gildan Ultra Blend # 8000 & 8000B Brand: Gildan Item #: 8000-8000B	S-XL 2XL-5XL	\$	4.40 + 1.6% CPI Rate 6.40 + 1.6% CPI Rate
9.0	Shorts – Dickie’s Men’s 8” Traditional Flat Front Shorts #42234FF	one size	\$	13.80 + 1.6% CPI Rate
10.0	3 In 1 Parka - Colorado #9100 Brand: Colorado Item #: 9100	S-XL 2XL-5XL	\$	97.00 + 1.6% CPI Rate 99.00 + 1.6% CPI Rate
11.0	Work Boots - Carhartt #6371 Brand: Carhartt Item #:6371	8.5-14	\$	102.00 + 1.6% CPI Rate
12.0	Work Boots - Wolverine #100323 (3719) Brand: Wolverine Item #: 100323	8.5-14	\$	110.00 + 1.6% CPI Rate

Total Number of Line Items Awarded In D-Parking Regulations & Revenue Collection **8**

Group E-Planning & Engineering Department

2.0	Sweatshirts – Sport Tek Pullover Hooded Sweatshirt #F281 Brand: Sport Tek Item #: F281	S-XL 2XL-4XL	\$	27.70 + 1.6% CPI Rate 29.70 + 1.6% CPI Rate
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Total Number of Line Items Awarded In Group E-Planning & Engineering Department **1**

Group F-Public Relations

1.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000L Brand: Gildan Item #: 2000-2000L	S-XL 2XL-4XL	\$	3.90 + 1.6% CPI Rate 5.90 + 1.6% CPI Rate
2.0	T-Shirts-Gildan Ultra Cotton #2400 & 2400L Brand: Gildan Item #: 2400-2400L	S-XL 2XL-4XL	\$	6.72 + 1.6% CPI Rate 8.25/\$10.50 + 1.6% CPI Rate
3.0	Long Sleeve T-Shirt-Gildan Ultra Cotton #8400 & 8400L Brand: Gildan Item #: 8400-8400L	S-XL 2XL-3XL	\$	6.80 + 1.6% CPI Rate 7.80/\$8.80 + 1.6% CPI Rate
12.0	Jacket-Luna Pier Coach Jacket #BB9515 Brand: Luna Pier Item #: BB9515	S-XL 2XL-4XL	\$	16.70 + 1.6% CPI Rate 18.70 + 1.6% CPI Rate
13.0	Work Pants-Dickies Original #874 Brand: Dickies Item #: 875	28-48	\$	18.70 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group F-Public Relations **5**

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Sport Specialties (Continued)

Item	Description	Size	2019/2020 Unit Prices	
Group G-Recreation Division				
Staff				
1.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000L Brand: Gildan Item #: 2000-2000L	S-XL	\$	5.70 + 1.6% CPI Rate
2.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000L Brand: Gildan Item #: 2000-2000L	S-XL 2XL-4XL	\$ \$	3.95+ 1.6% CPI Rate 6.05+ 1.6% CPI Rate
3.0	T-Shirts-Gildan Ultra Cotton #2400 & 2400L Brand: Gildan Item #: 2400-2400L	S-XL 2XL-4XL	\$ \$	6.72+ 1.6% CPI Rate 8.25/\$10.25+ 1.6% CPI Rate
Basketball				
7.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000B Brand: Gildan Item #: 2000-2000B Without City Logo & setup for Basketball logo	Youth S-L Adult S-XL	\$ \$	2.90+ 1.6% CPI Rate 2.90 + 1.6% CPI Rate
	With City Logo & setup for Basketball logo	Youth S-L Adult S-XL	\$ \$	8.90+ 1.6% CPI Rate 8.90 + 1.6% CPI Rate
8.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000B Brand: Gildan Item #: 2000-2000B	S-XL 2XL-4XL	\$ \$	4.20 + 1.6% CPI Rate 6.10 + 1.6% CPI Rate
9.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000B Brand: Gildan Item #: 2000-2000B	S-XL 2XL-4XL	\$ \$	4.10 + 1.6% CPI Rate 6.10 + 1.6% CPI Rate
11.0	Shooter Shirt-Augusta #203 & 204 Brand: Augusta Item #: 203-204 Without City Logo & setup for Basketball Logo	Youth S-L Adult S-XL Adult 2XL-3-XL	\$ \$ \$	5.75 + 1.6% CPI Rate 5.75 + 1.6% CPI Rate 6.75/\$7.75 + 1.6% CPI Rate
	With City Logo & setup for Basketball Logo	Youth S-L Adult S-XL Adult 2XL-3-XL	\$ \$ \$	8.75 + 1.6% CPI Rate 8.75 + 1.6% CPI Rate 9.75/\$10.75 + 1.6% CPI Rate
Field Hockey				
12.0	T-Shirts-Gildan Ultra Cotton #2000 Brand: Gildan Item #: 2000 Without City Logo & set up for Field Hockey Logo	S-XL	\$	3.00 + 1.6% CPI Rate
	With City Logo & set up for Field Hockey logo	S-XL	\$	5.80 + 1.6% CPI Rate
Hockey				
13.0	Jerseys-Venus Knitting Mills/VKM Air Knit Mesh Jersey #A570 & Y570 Without City Logo & setup for Hockey logo	Youth M-L Adult S-XL	\$ \$	8.25 + 1.6% CPI Rate 8.25 + 1.6% CPI Rate
	With City Logo & setup for Hockey logo	Youth M-L Adult S-XL	\$ \$	12.70 + 1.6% CPI Rate 12.70 + 1.6% CPI Rate

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Sport Specialties (Continued)

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020 Unit Prices</u>	
Soccer				
15.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000B Brand: Gildan Item #: 2000-2000B Without City Logo & setup for Soccer Logo	Youth S-L Adult S-XL	\$ \$	2.75 + 1.6% CPI Rate 2.75 + 1.6% CPI Rate
	With City Logo & setup for Soccer Logo	Youth M-L Adult S-XL	\$ \$	5.80 + 1.6% CPI Rate 5.80 + 1.6% CPI Rate
16.0	T-Shirts-Gildan Ultra Cotton #2000 Brand: Gildan Item #: 2000 Without City Logo & setup for Soccer Logo	Youth S-L Adult S-XL	\$ \$	2.75 + 1.6% CPI Rate 2.75 + 1.6% CPI Rate
	With City Logo & setup for Soccer Logo	Youth M-L Adult S-XL	\$ \$	5.80+ 1.6% CPI Rate 5.80+ 1.6% CPI Rate
Softball				
17.0	Gildan Ultra Cotton #2000 Brand: Gildan Item #: 2000 Without City Logo & setup for Softball Logo	S-L 2XL-3XL	\$ \$	2.75 + 1.6% CPI Rate 4.35/\$5.35 + 1.6% CPI Rate
	With City Logo & setup for Softball Logo	S-L 2XL-3XL	\$ \$	5.80 + 1.6% CPI Rate 8.50/\$10.50 + 1.6% CPI Rate
Little Miss Ocean City Pagaent & Junior Miss Ocean City Pageant				
18.0	T-Shirts-Gildan Ultra Blend #8000 & 8000b Brand: Gildan Item #: 8000-8000B	Youth S-L Adult S-XL	\$ \$	4.90 + 1.6% CPI Rate 4.90 + 1.6% CPI Rate
Lifeguard Camp				
24.0	Polo Shirts-Gildan #3800 Brand: Gildan Item #: 3800	Adult S-XL	\$	12.90 + 1.6% CPI Rate
Police Camp				
27.0	Shorts-Soffee #M036 Brand: Soffee Item #: M036	Adult S-L	\$	7.70 + 1.6% CPI Rate
29.0	Baseball Style Hat-FlexFit Style #6777 7 6777Y Brand: FlexFit Item #: 6777-6777Y	Youth One Size Adult One Size	\$ \$	8.90 + 1.6% CPI Rate 8.90 + 1.6% CPI Rate
Tennis Camp				
32.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000B Brand: Gildan Item #: 2000-2000B Without City Logo & setup for Tennis Logo	Youth S-L Adult S-XL	\$ \$	2.75 + 1.6% CPI Rate 2.75 + 1.6% CPI Rate
	With City Logo & setup for Tennis Logo	Youth S-L Adult S-XL	\$ \$	5.40 + 1.6% CPI Rate 5.40 + 1.6% CPI Rate

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Sport Specialties (Continued)

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Price</u>
Theatre Camp			
35.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000B Brand: Gildan Item #: 2000-2000B Without City Logo & setup for Theater Camp Logo	Youth S-L Adult S-XL Adult 2XL-3XL	\$ 2.75 + 1.6% CPI Rate \$ 2.75 + 1.6% CPI Rate 4.35/\$5.35+ 1.6% CPI Rate
	With City Logo & setup for Theater Camp Logo	Youth S-L Adult S-XL Adult 2XL-3XL	\$ 4.10 + 1.6% CPI Rate \$ 4.10 + 1.6% CPI Rate \$ 5.94 + 1.6% CPI Rate
Football Camp			
37.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000B Brand: Gildan Item #: 2000 Without City Logo & setup for Football Logo	Youth S-L Adult S-XL	\$ 2.75 + 1.6% CPI Rate \$ 2.75 + 1.6% CPI Rate
	With City Logo & setup for Football Logo	Youth S-L Adult S-XL	\$ 6.80 + 1.6% CPI Rate \$ 6.80 + 1.6% CPI Rate
Beachwalk			
38.0	T-Shirts-Gildan Ultra Cotton #2000 & 2000B Brand: Gildan Item #: 2000 Without City Logo & setup for Beachwalk Camp Logo	Adult S-XL	\$ 2.75 + 1.6% CPI Rate
	With City Logo & setup for Beachwalk Camp Logo	Adult S-XL	\$ 6.75 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group G-Recreation			20
Group H-Public Works Department			
1.0	T-Shirts-Gildan Dry Blend #8000 Brand: Gildan Item #: 8000	S-XL 2XL-5XL	\$ 4.05 + 1.6% CPI Rate \$ 6.05 + 1.6% CPI Rate
4.0	Work Pants-Dickies Original #874	28-48	\$ 18.70+ 1.6% CPI Rate
5.0	Hat Big Accessories, Inc.-HCO Outlander	One Size	\$ 12.70 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group H-Public Works Department			2
Group I - Public Works-Grounds			
2.0	Polo Shirt-Gildan Ultra Cotton #3800 Brand: Gildan Item #: 3800	S-XL 2XL-5XL	\$ 8.90 + 1.6% CPI Rate \$ 9.60/\$10.40 + 1.6% CPI Rate
3.0	Polo Shirt-Gildan Ultra Blend #8800 Brand: Gildan Item #: 8800	S-XL 2XL-5XL	\$ 6.70 + 1.6% CPI Rate \$ 8.80+ 1.6% CPI Rate
5.0	Baseball Style Hat-FlexFit Style #6777 & 6777Y Brand: Flex Fit Item #: 6277-6277Y	One Size	\$ 8.80 + 1.6% CPI Rate
6.0	Work Pants-Dickies Original #874	28-48	\$ 18.80 + 1.6% CPI Rate
Total Number of Line Items Awarded In Group I-Public Works-Grounds			4

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Sport Specialties (Continued)

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Price</u>
Group K- Citywide Items			
3.0	Work Shirt – Dickies Men’s Short Sleeve Work Shirt #1575	S-XL 2XL 3XL 4XL 5XL	\$ 17.80 + 1.6% CPI Rate \$ 17.80 + 1.6% CPI Rate \$ 18.70 + 1.6% CPI Rate \$ 18.70 + 1.6% CPI Rate \$ 18.70+ 1.6% CPI Rate
4.0	Work Shirt - Dickies Men’s Long Sleeve Work Shirt #575	S-XL 2XL 3XL 4XL 5XL	\$ 18.80 + 1.6% CPI Rate \$ 18.80 + 1.6% CPI Rate \$ 18.80 + 1.6% CPI Rate \$ 19.80 + 1.6% CPI Rate \$ 19.80 + 1.6% CPI Rate
5.0	Work Pants – Carhart Relaxed Fit Flannel Lined Jean Style #B172	30-38”W/32-34”L	\$ 37.70 + 1.6% CPI Rate
6.0	Work Pants - Carhart Relaxed Fit Jean Style #B17	30-38”W/32-34”L	\$ 30.60 + 1.6% CPI Rate
7.0	Work Pants - Carhart Straight/Traditional Fit Tapered-Leg Jean Style #B18	30-38”W/32-34”L	\$ 30.70 + 1.6% CPI Rate
8.0	Summer Jacket – Carhart Sandstone Active Jacket /Quilted Flannel Lined #J130	S-XL 2XL 3XL 4XL 5XL	\$ 73.00 + 1.6% CPI Rate \$ 73.00 + 1.6% CPI Rate \$ 79.00 + 1.6% CPI Rate \$ 79.00 + 1.6% CPI Rate \$ 79.00 + 1.6% CPI Rate
9.0	Winter Jacket – Carhart Active Jacket/Quilted Flannel Lined Cotton Duck #J140	S-XL 2XL 3XL 4XL 5XL	\$ 73.00 + 1.6% CPI Rate \$ 73.00 + 1.6% CPI Rate \$ 79.00 + 1.6% CPI Rate \$ 79.00+ 1.6% CPI Rate \$ 79.00 + 1.6% CPI Rate
10.0	Knit Hat – Carhart Acrylic Watch Hat	one size	\$ 9.65 + 1.6% CPI Rate
11.0	Boots Men’s Waterproof Steel Toe – Wolverine Durashock Water Proof Insulate Steel Toe 6” Boot	7-14 M 7-14 EW	\$ 154.00 + 1.6% CPI Rate \$ 154.00 + 1.6% CPI Rate
12.0	Boots Men’s 6” Waterproof Broad Composite Toe Work Boot – Carolina #CA5520	7-12D 13-16E 7-12 2E 13-16 2E 7-2 4E 13-16 4E	\$ 139.00 + 1.6% CPI Rate \$ 139.00 + 1.6% CPI Rate \$ 139.00+ 1.6% CPI Rate \$ 144.00 + 1.6% CPI Rate \$ 148.00+ 1.6% CPI Rate \$ 148.00+ 1.6% CPI Rate

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Sport Specialties (Continued)

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Price</u>
12.0	Boots Men's 6" Smooth Sole Waterproof Steel Toe Work Boot – Carolina #CA6544	7-12D	\$ 119.00 + 1.6% CPI Rate
		13-16D	\$ 124.00 + 1.6% CPI Rate
		7-12 2E	\$ 119.00 + 1.6% CPI Rate
		13-16 2E	\$ 124.00 + 1.6% CPI Rate
		7-12 4E	\$ 119.00 + 1.6% CPI Rate
		13-16 4E	\$ 124.00 + 1.6% CPI Rate
13.0	Boots Men's 10" Waterproof Pull On – Carhart Force #CMA1310	8-14 M	\$ 135.73 + 1.6% CPI Rate
		8-15 W	\$ 135.73 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group K - Citywide Items 13

TOTAL NUMBER OF LINE ITEMS AWARDED TO SPORT SPECIALTIES 62

W.B. Mason company, Inc.
350 Commerce Drive
Egg Harbor, NJ 08234

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>2019/2020</u> <u>Unit Price</u>
Group F-Public Relations			
9.0	Dress Shirts Long Sleeve Performance Pinpoint-Ultra Club #8360 & 8361 Brand: Ultra Club Item #: 8360-8361	S-XL	\$ 19.99 + 1.6% CPI Rate
		2XL-3XL	\$ 21.99 + 1.6% CPI Rate

Total Number of Line Items Awarded In Group F-Public Relations 1

TOTAL NUMBER OF LINE ITEMS AWARDED TO W.B MASON COMPANY INC. 1


CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contracts with Austin Sports Center, Geiger, Metuchen Center, Inc., Proforma Dynamic Resources, LLC, Sport Specialties and W.B. Mason Company, Inc. for a the one (1) year contract extension beginning on February 1, 2019 and continuing through January 31, 2020 for City Contract #16-19 R-1, Supply & Delivery of Uniforms & Sportswear Apparel as listed and in accordance with the bid specifications and the proposal form.

The Director of Financial Management certifies that funds are available for year 2019 and contingent upon the adoption of the 2020 Local Municipal Budget and will be charged to the appropriate Account No's. when the Purchase Orders are issued. Estimated yearly contract total is \$70,000.00

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESEXT 16-19 R-1 Sportswear.doc

Offered by Seconded by

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

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

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

RESOLUTION

11

**AUTHORIZING THE CITY'S PARTICIPATION IN THE CRANFORD
POLICE COOPERATIVE PRICING SYSTEM #47-CPCPS FOR THE ACQUISITION
OF ONE (1) 2019 CHEVROLET TAHOE 4WD VEHICLE
FOR THE DEPARTMENT OF POLICE SERVICES**

WHEREAS, the City of Ocean City has a need for properly maintained police vehicles for the Police Department; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have said police vehicles properly maintained in order to provide quality protection services to the 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, Day Automotive, LLC has performed various types of sales, maintenance service, up fits and repairs for the City of Ocean City, Police Department; and

WHEREAS, the one (1) 2019 Chevrolet Tahoe 4WD vehicle with required options shall be utilized by the Department of Police Services, Administration Division to perform daily duties throughout the City of Ocean City; and

WHEREAS, Chief John Jay Prettyman, Director of the Police Department; Captain Charles Simonson, Police Department; Michael Rossbach, Manager of Environmental Services; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the quote submitted by Day Automotive, LLC in compliance with the Cranford Police Cooperative #47-CPCPS Contract; and

WHEREAS, it is recommended that the City Council approve the purchase of one (1) 2019 Chevrolet Tahoe 4WD vehicles with required options for the use by the City's Police Department – Administration for daily duties from Cranford Police Cooperative #47-CPCPS Contract Vendor, Day Automotive, LLC; and

NOW THEREFORE, BE IT RESOVED by the City Council of the City of Ocean City, New Jersey, that one (1) 2019 Chevrolet Tahoe 4WD vehicle with required options for the use by the City's Police Department be hereby purchased from Day Automotive, LLC, Cranford Police Cooperative #47-CPCPS Contract as follows:

**Day Automotive, LLC
1600 Golden Mile Highway
Monroeville, PA 15146**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	2019 Chevrolet Tahoe 4WD 4dr Vehicle Administration Vehicle CK15706-9C1-V-19 with the quoted options Exterior Color - GBA: Black Interior Color – H0U: Black Per Quote #EST2827	1 each	\$ 36,205.66	\$ <u>36,205.66</u>
Total Amount for Cranford Police Cooperative, #47-CPCPS, Police/Administrative Vehicle				\$ 36,205.66

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

BE IT FURTHER RESOLVED by the City Council of Ocean City, New Jersey that the purchase of one (1) 2019 Chevrolet Tahoe 4WD vehicle with required options for use by the Police Department – Administration for daily operations, be purchased from Day Automotive, LLC, 1600 Golden Mile Highway, Monroeville, PA 15146, Cranford Police Cooperative #47-CPCPS Contract in the amount of \$36,205.66 and that the City Purchasing Manager is authorized to issue a purchase order for said vehicle as stated above and in accordance with the terms of Cranford Police Cooperative, #47-CPCPS Contract, Police/Administration Vehicles.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account # C-04-55-308-301 (\$36,205.66).

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

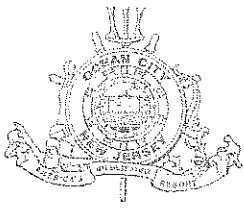
Files: RES Cranford Police Vehicle Tahoe 2019-Administration.docx

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

POLICE DEPARTMENT

Date: May 7, 2019

To: Joseph Clark, Purchasing Manager

Cc: George Savastano, Business Administrator

From: Capt. Charles Simonson

Subject: Purchase of (1) Chevrolet Tahoe 4X4 for Police Fleet

Each year the Police Department allocates money from Capital expenses (C/E) budgetary account for the purchase of 4x4 trucks to be used for maintaining the police fleet. These vehicles are primarily used for specialized uses within the Police Department and to supplement our fleet as needed. The vehicles that they replace are either re-purposed within the fleet to replace an existing "type" vehicle in worse condition or are turned over to the City Purchasing Department for disposition.

The 2019 budgeted purchase of this replacement 4x4 SUV, (1) Chevrolet Tahoe 4x4, and its outfitting with the necessary emergency equipment will allow us to continue the established rotation of vehicles out of service when they have reached their life expectancy. These vehicles will replace vehicles of similar use within the Police Fleet that will be removed from service later this year.

This purchase request is for the purchase of **(1) 2019 Chevrolet Tahoe** and police up-fitting utilizing the state bid process. This vehicle purchase is supported by the Cranford Bid Process, pricing, and availability. It reflects the best pricing available using an authorized vendor, using the monies that are appropriated in the budget.



1600 Golden Mile Hwy
Monroeville PA 15146

609-484-0555
www.upfitme.com

Quote
Date 5/7/2019
Estimate # EST2827
2019 Stock 9C1 - Admin
Customer #
Expires 8/5/2019
Project
Sales Rep John Petriccione
Shipping Method
Contract Reference D - Day Chevy # A89938
Project#

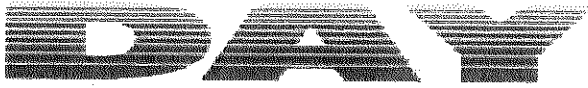
Bill To

Charles Simonson
Ocean City
835 Central Ave.
Ocean City NJ 08226
United States

Ship To

Ocean City
835 Central Ave.
Ocean City NJ 08226
United States

Item	Qty	Product Description	MSRP	MEE Price	Ext Amt
2019-CK15706-9C1	1	2019 Chevrolet Tahoe (CK15706) 4WD 4dr Vehicle Complete BASE NO OPTIONS: ** ADDITIONAL OPTIONS OVER RIDE STANDARD ** Base Tahoe Spec Quick Spec 2019 NJ Contract Day Chevrolet CONTRACT: A89938 NJ T-2776 LINE #00007 Tahoe 9C1 Return approval Day Chevrolet orders@upfitme.com 856-649-0395 Options are listed at 38% off GM MSRP			
CK15706-9C1-V-19	1	2019 CHEVROLET TAHOE PPV 4X4 9C1 POLICE PATROL TAHOE SUSPENSION PACKAGE	56,403.23	34,970.00	34,970.00
Z56	1	Suspension, heavy-duty, police-rated front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)	0.00	0.00	0.00
NE1	1	EMISSIONS NE EMISSIONS ENGINE	0.00	0.00	0.00



1600 Golden Mile Hwy
Monroeville PA 15146

609-484-0555
www.upfitme.com

Date
Estimate #
2019 Stock 9C1 - Admin

Quote
5/7/2019
EST2827

Item	Qty	Product Description	MSRP	MEE Price	Ext Amt
L83	1	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	0.00	0.00	0.00
		TRANSMISSION			
MYC	1	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode	0.00	0.00	0.00
		AXLE			
GU4	1	Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)	0.00	0.00	0.00
		PACKAGE GROUP			
1FL	1	Commercial Preferred Equipment Group Includes Standard Equipment	0.00	0.00	0.00
		Wheel Type			
Q5U	1	Wheels, 17" x 8" (43.2 cm x 20.3 cm) bright machined aluminum includes (RM7) 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare ***OPTION***	500.00	310.00	310.00
		STANDARD TIRES			
QAR	1	Tires, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	0.00	0.00	0.00
		STANDARD SPARE TIRE			
ZAK	1	Tire, spare, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	0.00	0.00	0.00
		SEAT TYPE AND TRIM			
A95	1	Front bucket with Premium Cloth , 10-way power driver seat, (D07) Front center console. ** NOT FOR POLICE CONSOLE **	250.00	155.00	155.00
		REAR SEATING OPTION ** CLOTH IS STANDARD **			
H0U	1	Jet Black, Cloth seat trim ** STANDARD **	0.00	0.00	0.00
		CONSIDER 5T5 OPTION FOR POLICE			
		RADIO			
IO5	1	Audio system, Chevrolet MyLink Radio with 8" diagonal color touch-screen AM/FM includes Bluetooth streaming audio for music	0.00	0.00	0.00



1600 Golden Mile Hwy
Monroeville PA 15146

609-484-0555
www.upfitme.com

Date
Estimate #
2019 Stock 9C1 - Admin

Quote
5/7/2019
EST2827

Item	Qty	Product Description	MSRP	MEE Price	Ext Amt
		and select phones; voice-activated technology for radio and phone; CarPlay and Android 5 USB ports and 1 auxiliary jack (STD)2018+ ONLY ** GOVERNMENT CONTRACTS DELETE 4 LTE WITH ONSTAR ** ** RY9 AND UE0 DELETE EXPLANATION DELETE ** STD ALL GOVERNMENT CONTRACT INCLUDE ONSTAR AND MAINTENANCE DELETE (ITEMS CAN BE ADDED BACK FOR AN ADDITIONAL COST BY MEE) *** NJ STATE CONTRACT DELETED ITEMS RY9 & UE0 ***			
R9Y	1	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle ** INCLUDED WITH ALL GOVERNMENT CONTRACTS **	0.00	0.00	0.00
UE0	1	OnStar, delete (Requires a Fleet or Government sales order type. With (9C1) Police Vehicle or (5W4) Special Service Vehicle (VV4) OnStar with 4G LTE is deleted when ordered.) COLORS LISTED BELOW (PLEASE SPECIFY COLOR BELOW) PRICING AND MAY REQUIRE ADDL PRICING ** TWO TONE AVAILABLE BY MEE **	0.00	0.00	0.00
GBA	1	Black	0.00	0.00	0.00
End of Group A95-GRP	1	DETECTIVE EQUIPMENT GROUP OTHER OPTIONS VISIT WWW.UPFITME.COM ADMIN APPLICATION A95 2018 NJ Contract Day Chevrolet CONTRACT: A89938 NJ T-2776 LINE #00007 Tahoe 9C1 Return approval Day Chevrolet orders@upfitme.com 856-649-0395 Options are listed at 38% off GM MSRP			35,435.00
B30	1	Floor covering, color-keyed carpeting ** INCLUDED B58 **	190.00	117.80	117.80
5HP	1	Key, 6 additional keys NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense	41.00	25.42	25.42
AMF	1	Remote Keyless Entry Package includes 3 additional transmitters	75.00	46.50	46.50



1600 Golden Mile Hwy
Monroeville PA 15146

609-484-0555

www.upfitme.com

Date

Estimate #

2019 Stock 9C1 - Admin

5/7/2019

EST2827

Quote

Item	Qty	Product Description	MSRP	MEE Price	Ext Amt
		NOTE: programming of remotes is at customer's expense.			
UTQ	1	Content theft alarm disable	50.00	31.00	31.00
6J3	1	Wiring, grille and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	92.00	57.04	57.04
6J7	1	Flasher system, headlamp and taillamp, DRL compatible with control wire (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.) WIRING ONLY	495.00	306.90	306.90
		PLEASE NOTE THIS ITEM DOES NOT INCLUDE THE FLASHER MODULE			
		MEE WILL LIST THE 920-TAH ON A SEPARATE LINE ITEM OR WILL BE THE RESPONSIBILITY OF YOUR INSTALLER TO PROVIDE.			
BTV	1	Remote vehicle start	300.00	186.00	186.00
End of Group					770.66

Total \$36,205.66

Thank you for the opportunity!!!

Municipal Equipment has all equipment for Government vehicles. Any COD payment will receive 2% discount up to \$100 off. Excludes payments made by credit card

Return to: orders@upfitme.com

or

Fax: 856-649-0395



EST2827



902 West Laurel Road, Lindenwold, NJ 08021
856-783-7300 fax 856-783-1337 web CenterStageEnt.com

CENTER STAGE
ENTERTAINMENT

This agreement executed on behalf of the undersigned Artist and Purchaser shall constitute a contract for the personal services of the Artist to provide entertainment for the Purchaser according to the following terms and conditions.

Place - **Basketball Court at 6th and the Boardwalk - - Ocean City, NJ**

Date(s) - **Tuesday, December 31, 2019**

Hours - **2:30 PM to 11:00 PM**

Gross Price - **\$1,150.00**

Method of Payment - **The total fee of \$1,150.00 payable to CENTER STAGE ENTERTAINMENT, INC. shall be paid no later than December 31, 2019.**

Remarks - Act to be set up on back end of ice rink

Self contained

Set up and tear down Dan Cain second venue and provide sound for all acts with Dan Cain

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God or any other legitimate reason beyond their control.
2. In the event that the Artist is unable to perform, the Agency, in its sole discretion, is authorized by the Purchaser, to substitute all or part of the Artist with comparable replacement(s), said substitute Artist shall be paid in accordance with the terms hereof.
3. The parties agree that the Artist is contracting as a self-employed independent contractor and the Agency assumes no liability for any wrongful acts, loss or damage to persons or property that the Artist may cause, or which may occur to the person or property of the Artist.
4. **Except in the instance of non-performance of the Artist, the DEPOSIT paid by the purchaser as specified above is NON-REFUNDABLE .**
5. If any party is forced to litigate any matters contained herein, the prevailing party shall recover attorneys fees and court costs.
6. It is understood by all parties that **CENTER STAGE ENTERTAINMENT, INC.** (Agency) is the acknowledged exclusive booking agent for the Artist for all its engagements with the Purchaser, and that the Purchaser and Artist shall not schedule any engagements between themselves, except through the Agency, for a period of eighteen (18) months from the last date of performance. For each and every violation of the provision, the purchaser and Artist jointly and severally, agree to pay the Agency its customary placement fee as payable in the circumstances.
7. The balance of the contracted fee is due on or before the day of the event. A \$50 late fee will be imposed for payment after the day of the event. A \$50 fee and collection costs will be added to the balance due for all NSF/returned checks.

I UNDERSTAND THE ABOVE CONTRACT AND HAVE RECEIVED A DUPLICATE OF THE CONTRACT

First Night Ocean City

Michael Allegretto-Purchaser

609-602-4585

Signature of Authorized Representative(s)

Approved for Center Stage Entertainment, Inc.

BY: **Alex Glover**

Signature of Authorized Agent () _____

Licensed by the Division of Consumer Affairs, State of New Jersey - License#BW0308400

CONTRACT#144309

FOR OFFICE USE ONLY

Check#:

Amount:

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

12

**AUTHORIZING THE RELEASE OF A MAINTENANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 810 ASBURY BLOCK 807, LOT(S) 3 & 6; PROJECT
#04-046ZC**

WHEREAS, Stainton Square Mall, LLC has posted a Letter of Credit (13-01) as performance guarantee for construction of an approved site plan at 810 Asbury, Block 807, Lot(s) 3 & 6 in accordance with Section 25-1600.1 of Ordinance #88-17, Volume II, the City's zoning ordinance also known as application number 04-046ZC.

WHEREAS, this application was submitted for approval by the Zoning Board on December 21, 2005; and

WHEREAS, Resolution #17-53-126 adopted on April 13, 2017 authorized the release of the performance guarantee (LOC 13-01) and the establishment of a maintenance guarantee in the amount of \$433.09; and

WHEREAS, the Zoning Board Office has issued a final site plan inspection approval report dated April 20, 2019, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Zoning Board of the City of Ocean City has recommended the release of the maintenance guarantee in the amount of \$433.09; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the maintenance guarantee in the amount of \$433.09 plus two thirds interest earned on the account.

Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files//Stainton Square Mall LLC; Maintenance Guarantee Release 04-046ZC

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

RESOLUTION

**AUTHORIZING THE RELEASE OF A PERFORMANCE/MAINTENANCE
GUARANTEE BOND FOR A CONSTRUCTION PROJECT AT 228 W. ATLANTIC
BLVD, BLOCK 70.14, LOT 9, PROJECT #10-038ZC**

WHEREAS, Robert and Mary Ann DiMarco., have posted a performance guarantee bond (B10015229) for construction of an approved site plan at 228 W. Atlantic Blvd, Block 70.14 Lot 9 Ocean City in accordance with Section 25-1600.1 of Ordinance #88-17, Volume II, the City's zoning ordinance also known as application number 10-038ZC.

WHEREAS, this application was submitted for approval by the Zoning Board on February 16, 2011; and

WHEREAS, the Zoning Board Office has issued a final site plan inspection approval report dated July 28, 2011, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Zoning Board of the City of Ocean City has recommended the release of both the performance guarantee bond (B10015229) in the amount of \$6,579.00; and maintenance guarantee in the amount of \$821.60 plus two thirds interest earned on account

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the performance bond in the amount of \$6,579.00 and maintenance guarantee in the amount of \$821.60 plus two thirds interest earned on account

Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files//Robert and Mary Ann DiMarco Performance Guarantee Bond Release 10-038ZC

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

RESOLUTION

14

**AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 816 PARKRIDGE ROAD
BLOCK 810.14, LOT 10, PROJECT #18-011ZBA**

WHEREAS, Giancarlo Granese, has posted a performance guarantee for construction of an approved site plan at 816 Parkridge Road, Block 810 Lot(s) 10 Ocean City in accordance with Section 25-1600.1 of Ordinance #88-17, Volume II, the City's zoning ordinance also known as application number 18-011ZBA.

WHEREAS, this application was submitted for approval by the Zoning Board on May 16, 2018; and

WHEREAS, the Zoning Board Office has issued a final site plan inspection approval report dated April 21, 2019, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Zoning Board of the City of Ocean City has recommended the release of the performance guarantee in the amount of \$5,233.20; and

WHEREAS, the Zoning Board recommends that a cash portion of the performance guarantee bond in the amount of \$523.20 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 \$5,233.20.

Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files//Giancarlo Granese Performance Guarantee Release 18-011ZBA

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

15

**APPROVING TAX OVERPAYMENT REFUND
2019-8 THRU 2019-16**

WHEREAS, the Tax Collector has certified and issued refund vouchers to the following tax payers who overpaid their taxes.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Ocean City that authorization for refund be approved as per the attached schedule.

DESCRIPTION

<u>VOUCHER</u>	<u>NAME</u>	<u>BLOCK/LOT/QUAL.</u>	<u>AMOUNT</u>	<u>YEAR</u>
2019-8	ARASZ COX, MARGARET	1709/25	\$5,228.07	2019
2019-9	COONAHAN, TIMOTHY & JOANNE	3603/8	\$4,144.73	2019
2019-10	CORELOGIC TAX SERVICES	2300/2/C1	\$4,083.47	2019
2019-11	CORELOGIC TAX SERVICES	5104/14/C2	\$854.06	2019
2019-12	WELLS FARGO TAX SERVICES	205/43	\$3,306.53	2019
2019-13	WELLS FARGO TAX SERVICES	903/17/C210	\$415.53	2019
2019-14	WELLS FARGO TAX SERVICES	1701/1.03/C1	\$1,398.44	2019
2019-15	WELLS FARGO TAX SERVICES	3103/20/C1	\$1,223.36	2019
2019-16	WELLS FARGO TAX SERVICES	5303/20/C5344	\$1,000.39	2019
Total			\$21,654.58	

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	_____	_____	_____	_____	

RESOLUTION

16

AMENDING THE 2019 BUDGET OF THE CITY OF OCEAN CITY TO INCLUDE ADDITIONAL
REVENUE FROM THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION,
MUNICIPAL AID PROGRAM

WHEREAS, N.J.S.A. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said director may also approve the insertion of an item of appropriation for equal amount; and

WHEREAS, the Local share of the above referenced grant is zero; and

NOW, THEREFORE, BE IT RESOLVED that the City of Ocean City hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 in the sum of \$240,000.00 which item is now available as a revenue from:

GENERAL REVENUES

Miscellaneous Revenue-Section F
Special Items of General Revenue Anticipate with
Prior Written Consent of the Director of Local
Government Services:

Public and Private Revenue Offset with Appropriations
New Jersey Department of Transportation (NJDOT), Municipal Aid Program; West Avenue 26th to
32nd\$240,000.00
pursuant to the provisions of Statute; and

BE IT FURTHER RESOLVED that a like sum of \$240,000.00 be and the same is hereby appropriated under the caption of:

8. GENERAL APPROPRIATIONS

(A) Operations-Excluded from "CAPS"
Public and Private Programs Offset by Revenues
New Jersey Department of Transportation (NJDOT), Municipal Aid Program; West Avenue 26th to
32nd\$240,000.00

BE IT FURTHER RESOLVED that a copy of this resolution be certified and submitted electronically to the Director of Local Government Services for approval; and

BE IT FINALLY RESOLVED that this amendment be published in the Sentinel Ledger in the issue of May 29, 2019.

Peter V. Madden,
Council President

FILES/Chapter 159 2019 NJDOT Municipal Aid Program.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

RESOLUTION

17

RE-APPOINTING MELISSA RASNER AS LOCAL
MUNICIPAL REGISTRAR OF VITAL STATISTICS

WHEREAS, Melissa Rasner, City Clerk, is a Certified Municipal Registrar and is qualified for the position of Local Municipal Registrar of Vital Statistics, having received her Certification from the New Jersey Department of Health and Senior Services; and

WHEREAS, pursuant to N.J.S.A. 26:8-13, it is necessary for the Local Municipal Registrar to be re-appointed through municipal resolution every three years.

NOW, THEREFORE, BE IT RESOLVED that Melissa Rasner is hereby re-appointed as Local Municipal Registrar for the City of Ocean City for a three year term ending January, 2022.

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

18

**AUTHORIZING SITE LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON
PUBLIC STRUCTURES WITH NEW CINGULAR WIRELESS PCS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

WHEREAS, the City of Ocean City has been approached by Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (hereinafter, "Cingular"), with a proposal to enhance response times to data requests for AT&T customers, including, but not limited to, emergency services and other first responders who are subscribed to AT&T's network; and

WHEREAS, Cingular has provided to Ocean City a proposed form of agreement entitled "Site License Agreement for Wireless Installations on Public Structures", a copy of which is attached hereto, which specifies the equipment to be installed and identifies two (2) boardwalk pavilions as the proposed sites for the installation of the specified equipment within cupulas designed by and to be constructed by Cingular for that purpose; and,

WHEREAS, the initial installation period is proposed to begin upon authorization with an initial term of ten (10) years, renewable for successive 5-year terms; and,

WHEREAS, the consideration to be paid by Cingular to Ocean City for the initial term shall be \$270 per installation per year; and,

WHEREAS, in the absence of facilities such as Cingular proposes to install, AT&T customers may experience delays/slower response times, particularly during the summer months of peak demand;

NOW THEREFORE, BE IT RESOLVED by the City of Ocean City, NJ that Cingular Wireless PCS, LLC, a Delaware Limited Liability Company be and is hereby authorized to install equipment within cupolas identified in the attached License in accordance with the specifications, for the term and pursuant to the terms set forth therein.

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

LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES

This License Agreement For Wireless Installations on Public Structures ("Agreement") is made and entered into as of the Effective Date by and between City of Ocean City, New Jersey ("Licensor") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, Licensee seeks to attach Wireless Installations to certain Structures and to utilize certain Infrastructure upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee's non-exclusive use of such Structures and Infrastructure in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 Grant of License. To the extent not already governed by Laws, Licensor hereby grants Licensee a license for Licensee's use of the Licensed Site as necessary to utilize, replace or upgrade Licensor's Structures and Infrastructure, as provided herein and as provided in the individual Site License Agreements signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of the Agreement. No use of Licensor's Structures or Infrastructure under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, that do not conform to this Agreement.

1.2. Permitted Use. Licensee may use Licensor's Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Agreement.

2. TERM

2.1 Agreement Term. This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Agreement Initial Term. The Agreement will be automatically extended for four (4) successive five (5) year renewal terms, unless Licensee provides Licensor written notice of termination at least ninety (90) days prior to the expiration of the Agreement Initial Term or the then applicable renewal term, as the case may be.

2.2 Site License Agreement Term

(a) The initial term for each individual Site License Agreement shall commence on the Commencement Date and shall be for the Site License Initial Term. Promptly following Licensee's receipt of Licensor's written request, the Parties shall confirm in an Acknowledgment the Commencement Date and expiration date of the Site License Initial Term.

(b) Each Site License Agreement shall be automatically extended for four (4) successive Site License Renewal Terms unless Licensee notifies Licensor in writing of Licensee's intent not to renew the Site License at least thirty (30) days prior to the expiration of the Site License Initial Term or the then applicable Site License Renewal Term, as the case may be.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate the Site License Agreement at least six (6) months prior to the expiration of the final Site License Renewal Term, or (ii) the Site License Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Site License Renewal Term, then upon the expiration of the final Site License Renewal Term this Agreement shall continue in force upon the same covenants, terms and conditions for

an Annual Term, and for Annual Terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least ninety (90) days prior to the end of any such Annual Term. The yearly Fee during each Annual Term shall be equal to the Fee paid for the last year of the final Site License Renewal Term. If Licensee remains in possession of the Structure and/or Infrastructure after the termination of the Site License Agreement, then Licensee will be deemed to be occupying the Structure and/or Infrastructure on a Holdover Term basis, subject to the terms and conditions of this Agreement, irrespective of whether the Agreement has expired or been terminated.

(d) Notwithstanding anything herein, after the expiration or earlier termination of this Agreement, the terms and conditions of a Site License Agreement which was signed during the Term of the Agreement shall survive and remain in full force and effect until the expiration or earlier termination of such Site License Agreement.

3. CHARGES, BILLING AND PAYMENT

3.1 Annual Fee.

(a) Licensee shall pay Licensor a Fee of Two Hundred Seventy and No/100 Dollars (\$270.00) per Wireless Installation located in Licensor's right-of-way for each year of the Site License Term. The Fee is per Wireless Installation, and includes all Structure, Infrastructure, appurtenant equipment and facilities used in connection with each Wireless Installation. Except in the event of a voluntary termination of a Site License Agreement pursuant to Section 13.4(b) below, the Fee will be prorated for any partial year based on a 360-day calculation.

(b) On the fifth (5th) anniversary of the Site License Fee Commencement Date for each Wireless Installation, and on each subsequent five-year Anniversary thereof, the Annual Site License Fee for each Wireless Installation shall increase by ten percent (10%) over the Annual Site License Fee paid for each Wireless Installation during the previous five (5) year term.

(c) Licensor hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates or fees offered to any other entity with respect to Wireless Installations is or will be more favorable than the Fee under this Agreement. If Licensor agrees to a rate or fee that is more favorable than the Fee under this Agreement, Licensee shall be entitled under this Agreement to such rate or fee on and after the date such rate or fee becomes effective.

3.2 Timing of Payment. Licensee shall make the first payment of the Fee under any Site License Agreement within ninety (90) days of the full execution of the Acknowledgment. Thereafter, the Fee shall be paid on or before each anniversary of the Commencement Date during the Site License Term.

3.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Fee) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within ninety (90) days of receipt of invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

4. SITE LICENSE PROCESS

4.1 Site License Application. Subject to Section 4.4 below, before installing any new or additional Wireless Installation onto any Structure or utilizing any Infrastructure, Licensee shall apply for a Site License Agreement from Licensor using a Site License Application in the form attached as Exhibit 2. Licensee will identify in the Site License Application any Licensor Work it believes needs to be performed in connection with Licensee's use of the Structure and/or Infrastructure.

4.2 Processing of Site License Application. Unless Laws provide otherwise, Licensor will take reasonable steps to notify Licensee of the specific deficiencies in any Site License Application within ten (10) days of its submission, and Licensor will take reasonable steps to approve or reject each Site License

Application within sixty (60) days of its submission for sites that have existing Poles, and ninety (90) days for Sites that do not have an existing Pole. Licensor may, on Technical Grounds, deny all or part of a Site License Application, or limit the number and/or technical characteristics (e.g., weight or size) of any Wireless Installation on any Structure or Infrastructure. In the event Licensor determines, based upon Technical Grounds, that inadequate space or structural capacity exists on its Structure(s) or inadequate space or capacity exists on its Infrastructure to accommodate any proposed Wireless Installation, Licensee may elect to have such Structure(s) replaced or upgraded as part of Licensor Work or such Infrastructure replaced or upgraded as part of Licensor Work, at Licensee's sole expense, with Structure(s) or Infrastructure with adequate space and structural capacity to accommodate the proposed Wireless Installation. In the event of rejection on Technical Grounds of a Site License Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection. In the event that Licensor approves Licensee's Site License Application, then the Parties shall promptly proceed in good faith to sign and deliver a Site License Agreement for the Wireless Installation in the form attached as Exhibit 3 fully consistent with Licensor's approval of the Site License Application.

4.3 Consolidated Site License Application. For small cell networks involving Wireless Installations on multiple Structures and/or Infrastructure, Licensee may, in its discretion, file a consolidated application for utilization of multiple Structures and Infrastructure, and upon approval by Licensor, the Parties shall enter into a separate Site License Agreement for each approved Structure and/or Infrastructure location.

4.4 Modifications and Replacements. Except for any Wireless Installation installed upon a decorative Structure or upon a Structure located within either a scenic or historic district, subsequent to the original Wireless Installation approved by Licensor, Licensee may, without submitting a new Site License Application, modify or replace all or a portion of the Wireless Installation so long as such modification or replacement (a) results in the installation of equipment within the spaces designated or depicted in the Site License Application and (b) the resulting installation does not increase the load on the applicable Structure or the utilization of the Infrastructure beyond the loading or utilization, if any, that was established in the original Site License Application.

4.5 Pre-Approved Wireless Installations. Once a Wireless Installation design has become a Pre-Approved Wireless Installation for Licensee's use of a Structure and/or Infrastructure, then Licensee shall be allowed to install a Wireless Installation using any such Pre-Approved Wireless Installation without further land use review or approval by Licensor, subject to space and structural capacity and loading review by Licensor during the building permit review process. All other municipal reviews and approvals, including the execution of a Site License Agreement, building permits and right of way permits, shall apply to the installation of any Pre-Approved Wireless Installation.

5. LICENSOR WORK FOR STRUCTURES AND INFRASTRUCTURE

5.1 Licensor Work. At the time of approving the Site License Application, Licensor will advise Licensee whether Licensor is willing to perform Licensor Work identified in the Site License Application. If Licensor indicates it is willing to perform the Licensor Work, Licensor will provide Licensee with a Licensor Work Cost Estimate within fourteen (14) days of Licensor authorizing the Site License Agreement in accordance with Section 4.2, unless Laws provides a different deadline. Licensee shall have sixty (60) days from the receipt of such a Licensor Work Cost Estimate to accept the estimate, unless Laws provides a different deadline.

5.2 Licensor Work Timeline. Licensor will begin Licensor Work promptly after it has received Licensee's Approved Licensor Work Cost Estimate and full payment thereof and complete all Licensor Work within sixty (60) days thereafter. If Licensor does not indicate that it is willing to perform the Licensor Work, Licensee may perform the Licensor Work itself.

5.3 Licensor Work Reconciliation. If the actual and reasonable costs incurred by Licensor in completing a Licensor Work exceed the pre-paid Approved Licensor Work Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within ninety (90) days of receipt of the invoice accompanied by reasonable substantiation. If such Licensor Work costs are less than the pre-paid Approved

Licensor Work Cost Estimate, Licensor will refund the excess Licensor Work payment to Licensee within ninety (90) days following completion of the Licensor Work. No interest shall accrue on any Licensee overpayment or underpayment for Licensor Work

5.4 Costs To Rearrange/Adjust Facilities of Others. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Installation, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with (a) the requirements and specifications of Safety Codes; (b) Licensor's reasonable standards, and (c) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction. Changes to the requirements, specifications, standards, rules and orders in subsections (a), (b) and (c) shall not apply retroactively unless required by Laws, and Licensor shall give at least sixty (60) days' written notice of changes to the standards in subsection (c).

6.2 No Liens. Licensee will not allow to exist any lien with respect to any Structure or Infrastructure or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) days of receipt of written notice from Licensor of the existence of such lien.

6.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors which perform work in furtherance of this Agreement are adequately trained and skilled to access Structures and Infrastructure in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Installations..

8. OPERATION AND MAINTENANCE

8.1. RF Emissions. Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be performed with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and to restore power as promptly as much as reasonably possible.

8.2 Interference.

(a) Licensee will operate its Wireless Installations in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, which transmissions are operated in compliance with Laws.

(b) Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies to use a Structure or Infrastructure, Licensor knows or has reason to know that such third party's use may cause Interference with the

Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement.

(c) Licenser will not, nor will Licenser permit its employees, tenants, licensees, invitees, agents or independent contractors to cause Interference with Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licenser will meet and confer with Licensee within five (5) days of Licenser's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to determine the root cause of the Interference and to develop workable solutions to resolve the Interference in a mutually acceptable manner.

9. RELOCATION AND ABANDONMENT

9.1 Relocation for Public Improvement Projects. In the event Licenser desires to replace, relocate, modify, demolish, or in any way alter the Structure and/or Infrastructure in connection with a Public Improvement Project in a manner likely to cause Interference with Licensee's Wireless Installation, Licenser shall have the right to cause Licensee to relocate the Wireless Installation subject to the terms and conditions set forth herein; provided, however, Licenser shall use reasonable efforts to fully accommodate Licensee's continuing use of the Structure and/or Infrastructure, as the case may be, without relocation if it is reasonably possible to do so.

(a) Relocation. If Licenser's Public Improvement Project requires Licensee to relocate its Wireless Installation from all or any portion of the Structure and/or Infrastructure, Licenser shall have the right to require Licensee to relocate the Licensed Site upon the following terms and conditions: (i) Licenser shall deliver to Licensee a Relocation Notice to relocate the Wireless Installation; (ii) Licenser shall identify a suitable Relocation Licensed Space to ensure that the Relocation Licensed Space provides substantially similar signal coverage for the Wireless Installation as that of the Licensed Site being relocated; (iii) such relocation will be performed exclusively by Licensee with costs allocated in accordance with Laws; (iv) Licensee shall have the right to operate a temporary cell site if feasible in a mutually agreeable location in the vicinity of the Licensed Site during such relocation with no additional fee due to Licenser; and (v) the Licensee Fee applicable to such Licensed Site shall abate until the Wireless Installation achieves full on-air operation in the ordinary course of Licensee's business in the Relocation Licensed Space. Licensee shall not be required to pay any additional application, review or other Licenser fees in connection with any relocation initiated by Licenser. If in Licensee's reasonable judgment no suitable Relocation Licensed Space can be found, then Licensee shall have the right to terminate the applicable Site License Agreement for which Licenser is requiring relocation upon written notice to Licenser, and without penalty or further obligation.

(b) Relocation In The Event of An Emergency. Notwithstanding Section 9.1(a) above, in the event of an Emergency, Licenser will endeavor to provide as much notice to Licensee for the relocation of the Wireless Installation as warranted by the circumstances pertaining to the Emergency.

9.2 Abandonment. If Licenser determines to Abandon any Structure and/or Infrastructure and Licenser so determines that the Structure and/or Infrastructure does not need to be permanently removed for reasons of public safety or security, then Licenser shall give Licensee ninety (90) days' prior written notice of Licenser's intent to Abandon the Structure or Infrastructure, as the case may be. Within such time, Licensee may (a) remove or otherwise dispose of its Wireless Installations at which time the Site License Agreement shall automatically terminate without further liability to Licensee, or (b) elect to acquire title to the Structure and/or Infrastructure at no cost to Licensee in "as is, where is" condition. If Licensee elects to acquire title, then Licenser shall promptly execute and deliver a bill of sale and assignment transferring the Structure and/or Infrastructure to Licensee in "as is, where is" condition, subject only to Licenser's representation and warranty that Licenser is the sole owner, and Licenser owns the Structure or Infrastructure, as the case may be, free and clear of any liens, leases, licenses or other third-party rights or encumbrances. Licensee shall be under no obligation to provide, maintain or repair lighting or any other public service on any Structure or Infrastructure which Licensee may elect to acquire title from Licenser.

10. INSURANCE

10.1 Certificate of Insurance. Licensee shall at its sole expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required.

10.2 Required Insurance.

(a) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. To the extent allowed by Laws, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

\$2,000,000 General Aggregate Limit

\$1,000,000 Each Occurrence

\$1,000,000 Each Occurrence - Personal Injury and Advertising Injury

\$2,000,000 Products/Completed Operations Aggregate Limit

The required Commercial General Liability policy must include Licensor as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(c) Business Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

10.3 Notice of Cancellation. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, EXCEPT THAT THE EXPRESS INDEMNIFICATION OBLIGATIONS MADE BY THE PARTIES IN SECTION 12 OF THIS AGREEMENT SHALL STILL APPLY.

12. INDEMNIFICATION

12.1 Indemnification By Licensee. To the extent permitted by Laws, Licensee shall indemnify, hold harmless and, at Licensor's sole option, defend Licensor Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensor Indemnitees, or any of them, may incur, asserted by third parties against Licensor Indemnitees, or any of them, by reason of the negligent installation, operation, use, repair, or removal of Wireless Installations or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensor Indemnitees, or any of them.

12.2 Indemnification By Licensor. To the extent permitted by Laws and except for the waiver of subrogation granted by Licensee under Section 10.2(a) above, Licensor shall indemnify, hold harmless and, at Licensee's sole option, defend Licensee Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensee Indemnitees, and any of them, may incur, asserted by third parties against Licensee Indemnitees, or any of them, by reason of the negligent installation, operation, use, repair, or removal of Licensor's Structures and/or Infrastructure or breach of the terms of this Agreement by Licensor, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensee Indemnitees, or any of them.

13. DEFAULT AND TERMINATION

13.1 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default, then thereafter Licensor may elect any of the following remedies:

- (a) suspend Licensee's access to the Structure or Infrastructure to which the Default pertains;
- (b) terminate the specific Site License Agreement(s) or affected portion thereof covering the Structure(s) or Infrastructure to which the Default pertains;
- (c) require Licensee's obligation to which the Default has been declared to be specifically performed; or
- (d) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

13.2 Licensor's Default and Licensee's Remedies. If Licensor does not cure its Default, then thereafter, Licensee may elect to pursue any rights or remedies available to Licensee at law or in equity.

13.3 Voluntary Termination of Site License Agreement.

(a) A Site License Agreement may be terminated by Licensee for any reason or no reason, and without further liability to Licensee, at any time prior to the Commencement Date effective upon written notice to Licensor.

(b) A Site License Agreement may be terminated by Licensee after the Commencement Date for any reason or no reason effective upon the later of (i) thirty (30) days' following written notice to Licensor and (ii) the date of removal of the Wireless Installation. . In the event Licensee has paid a Fee to Licensor for the use of the Licensed Site, then Licensor shall have the right to retain the Fee without refund or other credit to Licensee.

14. CASUALTY. In the event of damage to a Structure and/or Infrastructure due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event is reasonably be expected to disrupt Licensee's operations on the Structure and/or Infrastructure for more than forty-five (45) days, then Licensee may, at any time following such Casualty Event; (i) terminate the applicable Site License Agreement or affected portion thereof upon fifteen (15) days' written notice to Licensor; (ii) place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the Structure and/or Infrastructure, as the case may be, until such time as the Structure and/or Infrastructure is restored and the Wireless Installation is returned to full on-air operation in the ordinary course of Licensee's business; or (iii) submit a new Site License Application for an alternate location equivalent to Licensee's current use of the Structure and/or Infrastructure, in which case Licensor shall waive the application fee and transfer all remaining rights to the new Structure and Infrastructure, as the case may be, as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Site License Agreement, notice of termination shall cause the applicable Site License Agreement or affected portion thereof to terminate with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Site License Agreement. Licensee will be entitled to collect all insurance

proceeds payable to Licensee on account thereof, and to be reimbursed for any prepaid Fee on a pro rata basis. If Licensee does not elect to terminate the applicable Site License Agreement, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that the Wireless Installation is returned to full on-air operation in the Licensed Site in the ordinary course of Licensee's business.

15. MISCELLANEOUS PROVISIONS

15.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

If to Licensee (including invoices): New Cingular Wireless PCS, LLC Attn: Tower Asset Group – Lease Administration Re: Wireless Installation on Public Structures (City of Ocean City) (NJ) FA No.: _____ 1025 Lenox Park Blvd NE 3 rd Floor Atlanta, GA 30319	If to Licensors: City Clerk, City of Ocean City 861 Asbury Avenue Ocean City, NJ 08226
With a copy to the AT&T Legal Department: New Cingular Wireless PCS, LLC Attn: AT&T Legal Dept. - Network Operations Re: Wireless Installation on Public Structures (City of Ocean City) (NJ) FA No: _____ 208 S. Akard Street Dallas, TX 75202-4206	With a copy to: City Solicitor, City of Ocean City 861 Asbury Avenue Ocean City, NJ 08226

Contact Number for day to day operation:

Licensors: 609-399-6111
Licensee: 1-800-638-2822

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

15.2 Force Majeure. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any Event of Force Majeure.

15.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Structures are located.

15.4 Compliance with Laws. Licensee and Licensors agree to comply with all Laws.

15.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the state where the Structures are located without regard to its conflict of laws principles, and, where applicable, federal law.

15.6 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

15.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application, except that, notwithstanding a New Law, the Fee shall remain unchanged for any Wireless Installations in place as of the time the New Law became effective. In the event that the Parties are unable to agree upon such new rates, terms of conditions within ninety (90) days after such notice, then any rates contained in the New Law shall apply as of the effective date of the New Law forward (except as to the Fee for any Wireless Installations in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

15.8 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

15.9 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

15.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

15.11 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

15.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

CITY OF OCEAN CITY, NEW JERSEY

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

**By: AT&T Mobility Corporation
Its: Manager**

By: _____

By: _____

Name: _____

Name: John Green

Its: _____

Its: Area Manager

Date: _____

Date: _____

EXHIBIT 1

DEFINED TERMS

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

“Abandon” means to permanently relinquish ownership of a Structure and/or Infrastructure in its then existing location.

“Acknowledgment” means a written memorandum signed by the Parties confirming the Commencement Date and the date of expiration of the Site License Initial Term.

“Affiliate” means any entity that controls, is controlled by, or is under common control with a Party.

“Agreement Initial Term” means an initial term of five (5) years.

“Annual Term” means a term of one (1) year.

“Approved Licensor Work Cost Estimate” means Licensee’s written approval of a Licensor Work Cost Estimate.

“Casualty Event” means any casualty, fire, act of God, or other harm affecting a Structure and/or Infrastructure licensed in whole or in part to Licensee pursuant to a Site License Agreement.

“Commencement Date” means the first day of the month following the day Licensee commences installation of the Wireless Installation at a particular location under a Site License.

“Days” means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state where the Structure is located), that date shall be extended to the next business day.

“Default” means the failure by a Party to perform any material term or condition of this Agreement where such failure continues for a period of more than sixty (60) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the material term or condition of this Agreement which the Party is alleged to have failed to perform Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party again whom the failure to perform has been alleged.

“Effective Date” means the latest date in the signature blocks in the Agreement.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“Event of Force Majeure” means any act of God, strike, civil riot, fire, flood, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement.

“FCC” means the Federal Communications Commission.

“FCC 2018 Order” means the Federal Communications Commission’s Declaratory Ruling and Third Report and Order, FCC 18-133, Released September 27, 2018.

“Fee” means the annual payment for Licensee’s Permitted Use of the Structure and Infrastructure at the Licensed Site.

“Holdover Term” means a month to month term following the termination of a Site License Agreement.

“Infrastructure” means any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to a Structure or otherwise located in the public right of way or other location controlled or owned by Licensor.

“Interference” means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee’s Wireless Installation utilizing a Structure or Infrastructure authorized to be used by Licensee pursuant to Site License Agreement.

“Laws” means all federal, state and local laws, orders, rules and regulations applicable to Licensee’s use of the Wireless Installation on the Structure and/or Infrastructure and Licensor’s ownership and use of the Structure, Infrastructure and any other improvements or equipment in the public right of way, as the case may be.

“Licensed Site” means the areas approved for Licensee’s Permitted Use as described or depicted in a Site License Agreement.

“Licensee Indemnitees” means Licensee, its employees, affiliates, officers, directors, successors and assigns.

“Licensor Indemnitees” means Licensor, its officers, officials and employees.

“Licensor’s Cost” means Licensor’s cost calculated pursuant to the terms and conditions of the FCC 2018 Order.

“Licensor Work” means the work required on, in or to Licensor’s Structure and/or Infrastructure to accommodate Licensee’s Wireless Installation, including relocating, replacing, upgrading and/or reinforcing the existing Structure or Infrastructure.

“Licensor Work Cost Estimate” means Licensor’s written estimate of the estimated direct costs, including fully loaded labor costs to perform the Licensor Work in a Site License Application.

“NEC” means the National Electric Code.

“NESC” means the National Electrical Safety Code.

“New Laws” means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the rates, terms or conditions of the Agreement.

“Person” or “Persons” means any person or entity;

“Parties” means Licensor and License collectively.

“Party” means individually Licensor and Licensee.

“Permitted Use” means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Installation necessary for the successful and secure use of the Licensor’s Structures and Infrastructure.

“Pre-Approved Wireless Installation” means any Wireless Installation design for Licensee’s use of a Structure and/or Infrastructure which has been approved in writing by Licensor.

“Public Improvement Project” means any construction or expansion of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines or other capital improvement project within Licensor’s jurisdiction undertaken by or on behalf of Licensor. Public Improvement Project does not include work undertaken for the benefit of a non-governmental entity, even if such work is performed by Licensor.

“Relocation Licensed Space” means an alternate Licensed Space on a Structure and/or Infrastructure, as the case may be, where Licensor may relocate its Wireless Installation pursuant to a Relocation Notice.

“Relocation Notice” means a written notice delivered to Licensee at least twelve (12) months prior to the date of Licensor’s desired relocation deadline.

“RF” means radio frequency.

“Safety Codes” means collectively the NEC, NESC, and any and all other applicable regulatory codes for safe practices when performing work on or near a Structure and/or Infrastructure.

“Site License Agreement” means the Site License Agreement attached as Exhibit 3.

“Site License Application” means an application by Licensee to use a Licensed Site in the form attached as Exhibit 2.

“Site License Initial Term” means an initial term of ten (10) years.

“Site License Renewal Term” means a renewal term of five (5) years upon the same terms and conditions as set forth in the applicable Site License.

“Site License Term” means collectively the Site License Initial Term, any Site License Renewal Terms, any Annual Terms and any Holdover Term.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

“Term” means the Agreement Initial Term and any renewal terms exercised pursuant to Section 2.1 of the Agreement.

“Wireless Installation” means antennas, communications equipment, electric and communications cables, and related accessories and improvements, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services pursuant to FCC licenses issued to Licensee, and all associated equipment, located in, under, upon, adjacent to or through a Structure or Infrastructure owned or controlled by Licensor pursuant to a Site License Agreement (in accordance with Section 4.2 hereof) approved in writing by Licensor.

**EXHIBIT 2
SITE LICENSE APPLICATION**

Page 1 of 2

			<u>Equipment Owner</u>			<u>Applicant (if different than Equipment Owner)</u>
Application Date:		Name:	New Cingular Wireless PCS, LLC		Name:	
Site Name/Project #:		Address:			Address:	
		Contact Name:			Contact Name:	
Approved by:		Phone #:			Phone #:	
Date:					Email:	

Approval of this application does not constitute as the permitting approval of the Wireless Installation; a separate application for permitting is required for construction and operation.

WIRELESS INSTALLATION - ATTACHMENT TO EXISTING STRUCTURE

Structure Pole #	Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
	LAT	LONG						
Notes:								

EXHIBIT 2
SITE LICENSE APPLICATION

Page 2 of 2

WIRELESS INSTALLATION – STRUCTURE REPLACEMENT

Structure Pole #		Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
		LAT	LONG						
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
Notes:									

EXHIBIT 3
FORM OF SITE LICENSE AGREEMENT

This is Site License Agreement, is made this _____ day of _____, 20____, between City of Ocean City, New Jersey ("Licensor") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee").

1. License Agreement for Wireless Installations on Public Structures. This Site License Agreement as referenced in that certain License Agreement for Wireless Installations On Public Structures, between Licensor and Licensee dated _____, 20____ ("Agreement"). Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Agreement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Agreement, the terms of this Site License Agreement shall govern. Capitalized terms used in this Site License Agreement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to install and attach Wireless Installations on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific Structure and Infrastructure as identified and described in Exhibit 1 attached hereto (collectively the "Licensed Site").
3. Term. The Site License Term of this Site License Agreement shall be as set forth in Section 2 of the Agreement.
4. Fee. The Fee shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Section 3 of the Agreement.
5. Special Provisions, If Any (Specific to the Licensed Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LICENSOR:

CITY OF OCEAN CITY, NEW JERSEY

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: John Green _____

Title: Area Manager _____

Date: _____

EXHIBITS

- 1 Licensed Site, Wireless Installation Equipment List and Plans

EXHIBIT 1 TO SITE LICENSE AGREEMENT

Licensed Site, Wireless Installation Equipment List and Plans

Licensee Wireless Installation Reference: [LICENSEE TO COMPLETE]

FA / USID:

Site Name: CRAN_POLYGON NAME_NODE #

PTN / PACE:

Structure pole number: [LICENSOR TO COMPLETE]

Structure Latitude and Longitude (Approximate): [LICENSEE TO COMPLETE]

Wireless Installation Equipment List: [LICENSEE TO COMPLETE]

Wireless Installation Plans: See the attached plan set dated 20 prepared by consisting of () page(s).

RESOLUTION

19

AUTHORIZING A LEASE AGREEMENT WITH KLAUSE ENTERPRISES
FOR THE LEASE OF 16TH STREET BLOCK 1606, LOTS 2, 3.01, 4, 5 & 6 DURING THE
SUMMER OF 2019 TO PROVIDE ADDITIONAL PUBLIC PARKING FOR THE
OCEAN CITY LIBRARY, AQUATIC & FITNESS CENTER AND PALMER FIELD

WHEREAS, Klause Enterprises is the owner and/or equitable owner of a portion of the real property formerly operated as a car dealership at 16th Street between Simpson and Haven Avenues, shown on the tax map of the City of Ocean City as Block 1606, Lots 2, 3.01, 4, 5 and 6; (hereinafter, "the Property"); and,

WHEREAS, the Property is located near the Ocean City Library, Aquatic and Fitness Center and Palmer Field; and,

WHEREAS, during the summer months the City of Ocean City (hereinafter, "the City") would benefit from the availability of additional public parking in the area in which the Property is located; and,

WHEREAS, Klause Enterprises is willing to make the Property available to the City during the summer of 2019 pursuant to a license agreement, revocable at will, for consideration in the amount of \$9,000 for the summer season;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ocean City that the Mayor be and is hereby authorized to enter into a written agreement with Klause permitting public use of the Property from the date of such agreement until September 9, 2019.

The Director of Financial Management certifies that funds are available for 2019 and shall be charged to Operating Account # 9-01-20-625-278.

CERTIFICATION OF FUNDS

Frank Donato, III, DMFO
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	_____	_____	_____	_____

City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

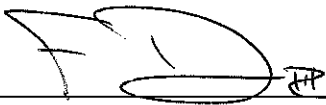
20

AUTHORIZING THE PAYMENT OF CLAIMS

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

WHEREAS, the attached bill list represent claims against the municipality for period including May 4, 2019 to May 17 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 – 05.04.19 TO 05.17.19.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

May 20, 2019
11:50 AM

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
17-00404	02/16/17	STONE A.E. STONE, INC.	RESOLUTION 17-53-053	Open	114,517.59	0.00	B
17-01425	06/09/17	CONCOENG CONCORD ENGINEERING GROUP, INC	RES 17-53-145 PROFESSIONAL ENG	Open	1,000.00	0.00	
17-01761	07/18/17	ACTENGIN ACT ENGINEERS INC	RES 17-53-202	Open	555.00	0.00	
18-00189	01/24/18	FERIOZZI L. FERIOZZI CONCRETE COMPANY	RES#17-54-002 NORTH END DRAIN.	Open	1,343,972.66	0.00	
18-00439	02/16/18	CALAFATI MICHAEL CALAFATI ARCHITECT,LLC	CH BR Alternation App NJHPO	Open	395.00	0.00	B
18-00588	03/02/18	ACTENGIN ACT ENGINEERS INC	RES# 18-54-052	Open	4,337.50	0.00	B
18-00665	03/14/18	MODERGRO MODERN GROUP POWER SYSTEMS		Open	1,532.68	0.00	B
18-00672	03/15/18	CALAFATI MICHAEL CALAFATI ARCHITECT,LLC	Bayside Ctr Architectural Srv	Open	980.00	0.00	
18-00710	03/20/18	LEXA LEXA CONCRETE, INC.	CC#17-14 Rd Impro Phase 3	Open	221,596.57	0.00	B
18-01791	06/21/18	ACTENGIN ACT ENGINEERS INC	Res #18-54-173	Open	1,538.50	0.00	
18-02584	09/12/18	ACTENGIN ACT ENGINEERS INC	RESOLUTION #18-54-307	Open	8,566.79	0.00	B
18-02589	09/12/18	MCLEES WILLIAM MCLEES ARCHITECTURE	RESOLUTION 18-54-308	Open	2,250.00	0.00	B
18-02590	09/12/18	TRIDENTM TRIDENT PILING COMPANY, LLC	RESOLUTION 18-54-304	Open	160,230.00	0.00	B
18-03070	10/31/18	DEPT DEPTCOR	BUSINESS CARDS	Open	234.00	0.00	
18-03090	11/05/18	MCLEES WILLIAM MCLEES ARCHITECTURE	18-54-361	Open	3,550.00	0.00	B
18-03102	11/05/18	ACTIO ACTION SUPPLY, INC.	RES. 18-55-006	Open	1,169.09	0.00	B
18-03166	11/20/18	MIDATCON MIDATLANTIC CONSTRUCTION	18-55-025	Open	145,196.94	0.00	B
18-03221	11/28/18	ACTENGIN ACT ENGINEERS INC	18-55-010	Open	8,478.86	0.00	B
18-03292	12/07/18	ACTENGIN ACT ENGINEERS INC	18-55-059	Open	12,333.25	0.00	
18-03331	12/14/18	CHARTERC CHARTER CONTRACTING COMPANY	18-55-024	Open	53,175.97	0.00	B
18-03490	12/21/18	ACTENGIN ACT ENGINEERS INC	18-55-082	Open	3,627.86	0.00	B
19-00163	01/17/19	CZAR LAMONT H. CZAR, P.E.	18-55-103	Open	1,467.00	0.00	B
19-00167	01/17/19	UGIENERG UGI ENERGY SERVICES, LLC	2019 GAS SUPPLIER CHARGES	Open	3,705.13	0.00	B
19-00168	01/17/19	VERIZ VERIZON	2019 PHONE CHARGES	Open	5,183.39	0.00	B
19-00169	01/17/19	VERIZ VERIZON	609 399-0505 374 64Y	Open	164.22	0.00	B
19-00170	01/17/19	VERIZONL VERIZON ONLINE		Open	116.55	0.00	B
19-00171	01/17/19	AC ELECT ATLANTIC CITY ELECTRIC	2019 CITYWIDE ELECTRIC	Open	10,772.08	0.00	B
19-00172	01/17/19	NJAM3 NEW JERSEY-AMERICAN WATER CO.	2019 CITYWIDE WATER/SEWER	Open	33,764.00	0.00	B
19-00176	01/17/19	THOMASMI THOMAS G.SMITH, ESQ.	RES# 18-55-104 Tax Appeals	Open	1,326.55	0.00	B
19-00182	01/17/19	KEEN KEEN COMPRESSED GAS COMPANY	Annual Compressed Gas Services	Open	20.70	0.00	B
19-00184	01/17/19	BUSTEDKN BUSTED KNUCKLE AUTO & TIRE LLC	Res #17-53-209	Open	25.00	0.00	
19-00196	01/17/19	CAPRI CAPRIONI PORTABLE TOILETS, INC		Open	360.00	0.00	B
19-00198	01/17/19	ATT3 AT & T	609-398-5368	Open	11.19	0.00	B
19-00202	01/17/19	SPINN SPINNING WHEEL FLORIST INC.		Open	343.50	0.00	B
19-00204	01/17/19	MAINL MAIN LINE COMMERCIAL POOLS,INC		Open	950.00	0.00	B
19-00209	01/17/19	CRYSTAL CRYSTAL SPRINGS	ACCT# 1973186-3378709	Open	43.51	0.00	
19-00210	01/17/19	CRYSTAL CRYSTAL SPRINGS	ACCT# 197318618418678	Open	0.99	0.00	
19-00220	01/17/19	STETS B. W. STETSON & CO.		Open	80.00	0.00	B
19-00224	01/17/19	ARHASSOC ARH ASSOCIATES, INC.	19-55-129	Open	1,875.00	0.00	B
19-00227	01/17/19	STETS B. W. STETSON & CO.	COFFEE SUPPLIES FOR 2019	Open	104.50	0.00	B
19-00275	01/22/19	FARNSWOR FARNSWORTH & SEMPTIMHELTER, L	Reso #18-54-189	Open	1,117.69	0.00	B
19-00315	01/23/19	ACTIO ACTION SUPPLY, INC.		Open	25.00	0.00	B
19-00318	01/23/19	CMCMU C.M.C.M.U.A.		Open	38,252.90	0.00	B
19-00319	01/23/19	CRYSTAL CRYSTAL SPRINGS	ACCOUNT #19747563378700	Open	182.75	0.00	
19-00320	01/23/19	ACUA ATLANTIC COUNTY UTILITY AUTHOR		Open	1,258.23	0.00	B
19-00345	01/30/19	MODERGRO MODERN GROUP POWER SYSTEMS		Open	317.80	0.00	B
19-00354	01/30/19	RUDERM RUDERMAN & ROTH, LLC	RESOLUTION# 19-55-151	Open	2,352.00	0.00	B
19-00366	02/01/19	CRYSTAL CRYSTAL SPRINGS	ACCOUNT #3378406 & 3368448	Open	190.75	0.00	
19-00376	02/01/19	CRYSTAL CRYSTAL SPRINGS	ACCOUNT #1975146-3378740	Open	25.99	0.00	
19-00382	02/01/19	TIX COM TIX, INC.	Resloution #19-55-148	Open	976.00	0.00	B

May 20, 2019
11:50 AM

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

Page No: 2

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
19-00387	02/05/19	SCHEULE	SCHEULE PLANNING SOLUTIONS LLC PROFESSIONAL SERVICES 2019	Open	2,100.00	0.00	
19-00388	02/05/19	SCHEULE	SCHEULE PLANNING SOLUTIONS LLC RES #18-55-031	Open	3,810.00	0.00	
19-00389	02/05/19	SCHAEFFE	SCHAEFFER NASSAR SCHEIDEGG PROFESSIONAL SERVICES 2019	Open	3,804.00	0.00	
19-00399	02/06/19	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Open	250.00	0.00	B
19-00402	02/06/19	STETS	B. W. STETSON & CO. CUSTOMER ACCOUNT# OCCITY	Open	127.00	0.00	B
19-00408	02/06/19	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Open	1,016.00	0.00	
19-00427	02/06/19	SUNYONE	SUNEY SOLAR OCEAN CITY ONE LLC 2019 MONTHLY PPA CHARGES	Open	910.69	0.00	B
19-00448	02/13/19	SEASISLE	CITY OF SEA ISLE CITY CRS COORDINATOR SERVICES	Open	867.00	0.00	B
19-00450	02/13/19	SEASISLE	CITY OF SEA ISLE CITY Reso #18-55-032	Open	1,375.00	0.00	B
19-00470	02/14/19	JMDCOMME	JMD COMMERCIAL FLOORS LLC	Open	1,200.00	0.00	
19-00482	02/14/19	SHOREPHY	SHORE PHYSICIANS GROUP	Open	455.00	0.00	B
19-00484	02/14/19	GOVDEALS	GOV DEALS 2019 ONLINE PUBLIC AUCTION FEE	Open	1,463.99	0.00	
19-00487	02/14/19	CRYSTAL	CRYSTAL SPRINGS ACCOUNT# 1974633-3378444	Open	60.51	0.00	
19-00507	02/22/19	GOFF	GOFF Reso #18-55-132	Open	8,765.90	0.00	
19-00510	02/22/19	BLANEYKA	BLANEY & KARAVAN, PC	Open	157.50	0.00	B
19-00511	02/22/19	BLANEYKA	BLANEY & KARAVAN, PC CONFLICT PROSECUTOR	Open	112.50	0.00	B
19-00512	02/22/19	NJTRS	NJ TRANSIT 2019 BUS CARD & TICKET SALES	Open	5,179.13	0.00	
19-00514	02/22/19	THOMSONR	THOMSON REUTERS 2019 Database Allocations	Open	338.19	0.00	B
19-00515	02/22/19	CRYSTAL	CRYSTAL SPRINGS ACCT 3378729;14718356,11750002	Open	106.93	0.00	
19-00603	03/05/19	LINESYST	BLOCK LINE SYSTEMS INC. Respo # 19-55-182	Open	12,497.03	0.00	B
19-00618	03/05/19	OCCHA	O.C. REGIONAL CHAMBER OF	Open	8,000.00	0.00	B
19-00619	03/05/19	WISERLIN	WISER LINK ADVERTISING, INC	Open	1,207.50	0.00	B
19-00628	03/05/19	GROUP5	GROUP 5 PRODUCTIONS, LLC	Open	5,000.00	0.00	
19-00648	03/05/19	VERIW	VERIZON WIRELESS ACCOUNT #000133299-00001	Open	2,462.03	0.00	B
19-00705	03/07/19	SEASISLE	CITY OF SEA ISLE CITY RES #18-55-032 SHARED SERVICES	Open	10,001.00	0.00	B
19-00709	03/07/19	NATIONAL	NATIONAL VISION ADMIN, LLC 2019 Employee Vision Plan	Open	263.91	0.00	B
19-00711	03/08/19	LUMBERMA	LUMBERMAN ASSOCIATES Reso #19-55-175	Open	14,729.75	0.00	
19-00726	03/12/19	GARDE	GARDEN STATE HIGHWAY PROD. INC Reso #19-55-132	Open	9,436.96	0.00	
19-00780	03/19/19	OCRA	OCEAN CITY RESTAURANT ASSO.	Open	2,775.00	0.00	
19-00810	03/21/19	EASTS	EASTERN SIGN CO	Open	1,357.49	0.00	
19-00818	03/21/19	SSRTC	SSRTC	Open	3,250.00	0.00	
19-00995	03/27/19	AUSTN	AUSTIN'S SPORTS Reso #17-53-075	Open	1,856.00	0.00	
19-00996	03/27/19	AUSTN	AUSTIN'S SPORTS Reso #17-53-075	Open	1,764.00	0.00	
19-01007	03/27/19	HENGCH	HENRY HENGCHUA ARCHITECT, PC 19-55-209	Open	22,122.50	0.00	B
19-01009	03/27/19	INDUD	INDUSTRIAL DRUM COMPANY, INC. Trash Drums	Open	5,904.00	0.00	
19-01010	03/27/19	CHARTERC	CHARTER CONTRACTING COMPANY 19-55-207	Open	1,755,395.74	0.00	B
19-01038	04/03/19	MOBID	MOBILE DREDGING AND VIDEO 19-55-232	Open	36,627.50	0.00	
19-01039	04/03/19	ACTENGIN	ACT ENGINEERS INC 19-55-233	Open	20,234.57	0.00	B
19-01040	04/03/19	ACTENGIN	ACT ENGINEERS INC 19-55-234	Open	49,899.09	0.00	B
19-01041	04/03/19	ACTENGIN	ACT ENGINEERS INC 19-55-235	Open	1,776.00	0.00	B
19-01042	04/03/19	OC FIELD	OC FIELD HOCKEY BOOSTERS	Open	1,350.00	0.00	
19-01048	04/05/19	GARDE	GARDEN STATE HIGHWAY PROD. INC	Open	2,056.97	0.00	
19-01056	04/08/19	SONJ1	STATE OF NEW JERSEY	Open	986.16	0.00	
19-01057	04/08/19	SONJ1	STATE OF NEW JERSEY	Open	1,765.24	0.00	
19-01059	04/08/19	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Open	100.00	0.00	B
19-01072	04/12/19	COUNC	COUNTY CLERK'S OFFICE MUNICIPAL LIEN RECORDING FEES	Open	99.00	0.00	
19-01085	04/12/19	DEPT	DEPTCOR	Open	340.00	0.00	
19-01111	04/12/19	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Open	50.00	0.00	B
19-01113	04/12/19	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Open	264.00	0.00	
19-01121	04/16/19	GAMBLEMA	MARION GAMBLE	Open	1,111.71	0.00	
19-01139	04/19/19	BSN	BSN SPORTS, INC POOL RENOVATION	Open	11,192.97	0.00	
19-01140	04/19/19	DEPT	DEPTCOR BUSINESS CARDS- BRYAN COTTRELL	Open	78.00	0.00	
19-01141	04/19/19	TRINITYH	TRINITY HEATING AND AIRE, INC	Open	499.00	0.00	
19-01144	04/19/19	FRANL	FRANKLIN TRAILERS INC.	Open	2,732.00	0.00	

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19-01148	04/19/19	CZAR	LAMONT H. CZAR, P.E.	19-55-251	Open	1,525.00	0.00 B
19-01149	04/19/19	DEPT	DEPTCOR	TAX COLLECTION ENVELOPES 35K	Open	1,732.50	0.00
19-01153	04/19/19	DEPT	DEPTCOR		Open	72.00	0.00
19-01157	04/24/19	RUTGERS	RUTGERS-CENTER FOR GOV SERVICE	PUBLIC PURCHASING SPRING CONF	Open	350.00	0.00
19-01158	04/24/19	MCLEES	WILLIAM MCLEES ARCHITECTURE	19-55-252	Open	9,000.00	0.00 B
19-01159	04/24/19	CALAFATI	MICHAEL CALAFATI ARCHITECT, LLC	19-55-253	Open	1,012.50	0.00 B
19-01167	04/24/19	DEPT	DEPTCOR	PARKING TICKET BOOKS(POPS2019)	Open	90.00	0.00
19-01258	04/30/19	ECONSULT	ECONSULT SOLUTIONS, INC.	19-55-254	Open	12,500.00	0.00 B
19-01259	04/30/19	COPIE	COPIERS PLUS, INC.		Open	116.00	0.00
19-01263	04/30/19	FLAND	FLANDERS HOTEL		Open	71.70	0.00
19-01265	04/30/19	THOMSONR	THOMSON REUTERS		Open	94.45	0.00
19-01267	04/30/19	SJSHORE	SJShore MARKETING, LLC		Open	118.44	0.00
19-01272	05/01/19	MARYBRID	MARYBRIDGET ENTERPRISES, INC		Open	2,886.80	0.00
19-01274	05/01/19	AMANJ	ASSOCIATION OF MUNICIPAL		Open	375.00	0.00
19-01276	05/01/19	KRAVI	DBK PHOTO		Open	330.00	0.00
19-01287	05/01/19	MAGEEM	MICHAEL MAGEE		Open	25.00	0.00
19-01289	05/06/19	LILLYWAR	WARREN LILLY		Open	232.00	0.00
19-01290	05/06/19	LILLYWAR	WARREN LILLY		Open	843.56	0.00
19-01291	05/06/19	LOONIE	LOONIE TIMES INC		Open	150.00	0.00
19-01292	05/06/19	JUDGEJ	JOHN JUDGE	CDL RENEWAL REIMBURSEMENT 2019	Open	270.50	0.00
19-01298	05/06/19	OCTHEATR	OCEAN CITY THEATRE COMPANY		Open	7,511.00	0.00
19-01299	05/06/19	AGUZZO	A. GUZZO LANDSCAPING LLC	Reso 19-55-240 CC 17-18	Open	13,027.66	0.00
19-01300	05/06/19	NJSLOM	NJ STATE LEAGUE OF	2019 MEMBERSHIP DUES	Open	876.00	0.00
19-01301	05/06/19	CAMPOJON	JONATHAN CAMPO		Open	906.63	0.00 B
19-01302	05/06/19	74JONES	DENNIS JONES		Open	788.67	0.00 B
19-01303	05/06/19	KEITHJOH	KEITH JOHNSON		Open	728.04	0.00 B
19-01324	05/08/19	OCHUM	OCEAN CITY HUMANE SOCIETY	2019 ALLOTMENT RES# 15-51-032	Open	44,823.00	0.00
19-01325	05/08/19	OCHIS	OCEAN CITY HISTORICAL MUSEUM	2019 ALLOTMENT	Open	25,000.00	0.00
19-01326	05/08/19	OCART	OCEAN CITY ARTS CENTER	2019 ALLOTMENT	Open	10,000.00	0.00
19-01328	05/09/19	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	998.57	0.00
19-01329	05/09/19	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	999.51	0.00
19-01330	05/09/19	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	991.50	0.00
19-01331	05/09/19	SHORH	SHORE HARDWARE		Open	334.66	0.00
19-01332	05/09/19	DETROIT	DETROIT INDUSTRIAL TOOL		Open	715.50	0.00
19-01333	05/09/19	SHOEM	SHOEMAKER LUMBER COMPANY, INC		Open	295.59	0.00
19-01334	05/09/19	ERCO2	ERCO INTERIOR SYSTEMS, INC.		Open	317.57	0.00
19-01335	05/09/19	SHERW	SHERWIN WILLIAMS #3760	81339	Open	312.00	0.00
19-01336	05/09/19	SHOEM	SHOEMAKER LUMBER COMPANY, INC		Open	95.40	0.00
19-01337	05/09/19	MATERA	MATERA BUILDERS INC.		Open	249.00	0.00
19-01345	05/13/19	CMCPU	CAPE MAY COUNTY PUBLIC WORKS		Open	100.00	0.00
19-01353	05/13/19	HARTMAN	MICHAEL J. HARTMAN		Open	38.33	0.00
19-01355	05/13/19	SONJ1	STATE OF NEW JERSEY		Open	1,765.24	0.00
19-01356	05/13/19	SONJ1	STATE OF NEW JERSEY		Open	986.16	0.00
19-01357	05/13/19	TREEMAN	THE TREE-MAN		Open	1,175.00	0.00
19-01359	05/13/19	GUZZO BD	GUZZO BUILDERS/DEVELOPERS INC.		Open	630.00	0.00
19-01360	05/13/19	MISSIONC	MISSION COMMUNITCATIONS		Open	1,042.20	0.00
19-01361	05/13/19	ARBORDAY	ARBOR DAY FOUNDATION		Open	15.00	0.00
19-01362	05/13/19	ARSEN	ARSENAL SOUND, L.L.C.		Open	500.00	0.00
19-01363	05/13/19	RICHF	RICH FIRE PROTECTION		Open	745.00	0.00
19-01364	05/13/19	TORTORIC	TORTORICE CONTRACTORS, INC.		Open	736.00	0.00
19-01365	05/13/19	PURDYMEC	PURDY MECHANICAL		Open	1,140.00	0.00
19-01367	05/13/19	LUCASGRN	LUCAS GREENHOUSES		Open	4,080.00	0.00
19-01377	05/13/19	SONJ-DEP	TREASURER STATE OF NJ		Open	200.00	0.00
19-01392	05/13/19	STANTON	STANTON'S SQUARE MALL LLC	RELEASE OF MAINTENANCE	Open	3,397.54	0.00

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19-01394	05/13/19	DIMARCOR ROBERT DIMARCO	RELEASE OF MAINTENANCE	Open	826.31	0.00	
19-01395	05/13/19	GRANESEG GIANCARLO GRANESE	RELEASE OF PERFORMANCE	Open	5,233.20	0.00	
19-01396	05/15/19	SUNRO SUN ROSE WORDS & MUSIC		Open	48.95	0.00	
19-01397	05/20/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	879.03	0.00	
19-01398	05/20/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	995.62	0.00	
19-01399	05/20/19	SHERW SHERWIN WILLIAMS #3760		Open	110.60	0.00	
19-01400	05/20/19	SHERW SHERWIN WILLIAMS #3760		Open	1,279.99	0.00	
19-01401	05/20/19	SHOEM SHOEMAKER LUMBER COMPANY, INC		Open	85.96	0.00	
19-01402	05/20/19	SHERW SHERWIN WILLIAMS #3760		Open	113.43	0.00	
19-01403	05/20/19	SHERW SHERWIN WILLIAMS #3760		Open	92.42	0.00	
19-01404	05/20/19	ERCO2 ERCO INTERIOR SYSTEMS, INC.		Open	117.94	0.00	
19-01405	05/20/19	YIANNIS YIANNI'S CAFE		Open	490.00	0.00	
Total Purchase Orders: 170		Total P.O. Line Items: 0		Total List Amount: 4,383,124.81	Total Void Amount:	0.00	