ORDINANCE NO. 19-12

AN ORDINANCE OF THE CITY OF OCEAN CITY, COUNTY OF CAPE MAY, NEW JERSEY, AUTHORIZING THE ACQUISITION BY PURCHASE OR CONDEMNATION OF (1) 1600 HAVEN AVENUE (BLOCK 1606, LOT 3) and (2) 1601-43 SIMPSON AVENUE, 1620 HAVEN AVENUE, 1628-38 HAVEN AVENUE, 1640 HAVEN AVENUE AND 1644-46 HAVEN AVENUE (BLOCK 1606, LOTS 2, 3.01, 4, 5 and 6).

WHEREAS, pursuant to <u>N.J.S.A.</u> 40A:12-1, *et seq.*, the City of Ocean City is authorized to acquire any real property for a public purpose; and,

WHEREAS, the car dealership formerly operated on the property located at 16th Street, between Simpson Avenue and Haven Avenue has been closed for over one year; and,

WHEREAS, the said property constitutes almost a full city block of land; and,

WHEREAS, the City of Ocean City has determined that it would serve a public purpose to acquire the said property, which is more specifically known as 1600 Haven Avenue (Block 1606, Lot 3) and 1601-43 Simpson Avenue, 1620 Haven Avenue, 1628-38 Haven Avenue, 1640 Haven Avenue and 1644-46 Haven Avenue (Block 1606, Lots 2, 3.01, 4, 5 and 6); and,

WHEREAS, City Council previously adopted Ordinance 18-11, authorizing the acquisition of Block 1506, Lot 1 and Block 1606, Lots 3 and 5; and,

WHEREAS, City Council also previously adopted Ordinance 18-10, providing for the acquisition of 1601-43 Simpson Avenue, 1620 Haven Avenue, 1628-38 Haven Avenue and 1644 Haven Avenue, listed as Block 1606, Lots 2, 3.01, 4 and 6 on the municipal tax map, and authorizing the sale of bonds to finance such acquisition; and,

WHEREAS, Ordinance 18-10 was subsequently repealed by Ordinance 18-15; and

WHEREAS, City Council wishes to re-authorize the acquisition by purchase or condemnation of the properties listed in the title hereof;

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Ocean City, New Jersey that the acquisition of 1600 Haven Avenue (Block 1606, Lot 3) and 1601-43 Simpson Avenue, 1620 Haven Avenue, 1628-38 Haven Avenue, 1640 Haven Avenue and 1644-46 Haven Avenue (Block 1606, Lot 5), or one or more of these properties, by purchase or condemnation is hereby authorized.

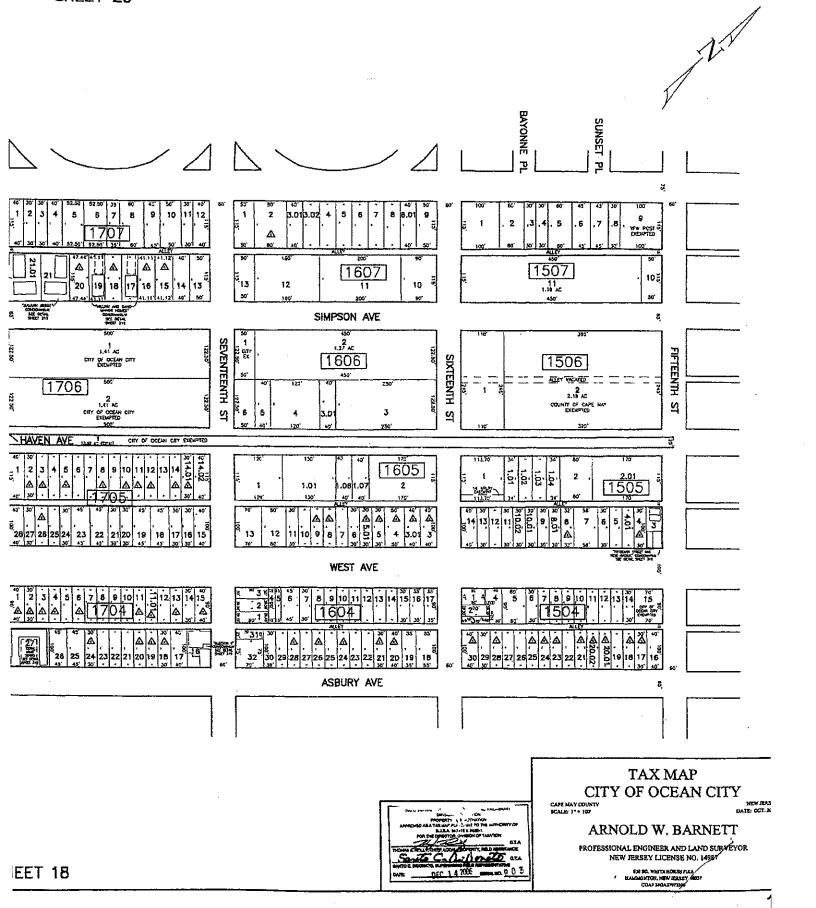
BE IT FURTHER ORDAINED all ordinances or portions thereof inconsistent with this ordinance are repealed to the extent of such inconsistency.

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

BE IT FURTHER ORDAINED that this ordinance shall take effect following adoption and approval in a 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 8th day of August, 2019, and was taken up for a second reading and final passage at a meeting of said Council held on the 22nd day of August, 2019, in Council Chambers, City Hall, Ocean City, New Jersey, at seven o'clock in the evening.



RESOLUTION

Melissa G. Rasner, City Clerk

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #18-36, IMPROVEMENTS TO THE CIVIC CENTER

CITY	CONTRA	CT #18-36,	IMPROVEMENTS '	TO THE CIVIC CENTE	R
BE IT RESO advertisement of spec	LVED by tifications fo	the City Cou or City Contra	ncil of the City of Ocact #18-36, Improvem	cean City, New Jersey tha ents to the Civic Center.	t it authorizes the
				Peter V. Madden Council President	
Note: To Be Determ	ined.				
Files: RAU 18-36 Improvements	to the Civic Cent	er.docx			
				City of Ocean City Navy Low	
				City of Ocean City, New Jer	
satu Council duly held o	n the NAME Barr Bergman DeVlieger	AYE NAY	ABSENT ABSTAINED)



CITY OF OCEAN CITY AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: Joseph Clark, Purchasing Manager

FROM: Vince Bekier, Director of Community Development

DATE: August 12, 2019

RE: Authorization to Bid - City Contract 18-36

CIVIC CENTER IMPROVEMENTS

This project includes the upgrade of an HVAC system, modification of the interior and construction of a new addition at the Civic Center located at 6th Street. The existing HVAC system is no longer functioning and a larger unit is necessary to accomdate the new addition. The construction of the new addition and modification to the interior will provide a safe directional flow of guests in and out of the facility, storage area for equiptment and locker rooms for athletic events. These upgrades will improve daily operations, community events and activities.

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

RESOLUTION



TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #19-25, CONSTRUCTION OF A SALT STORAGE FACILITY

						FACILIT	Y
advert Facilit	isement of specif	VED by ications f	the City or City (Counci Contract	l of the t t #19-25	City of Oce , Constructi	ean City, New Jersey that it authorizes the on of a Salt Storage Facility & Fuel Tank
							Peter V. Madden Council President
Note:	Legal advertiser bid proposal op Thursday, Octob	ening sch	eduled o	d in the	Ocean C day, Sep	ity Sentine tember 24,	l on Wednesday, August 28, 2019 with the 2019 and an anticipated date of award on
	Thursday, Octob	ei 10, 20	19.				
Files: RA	U 19-25 Salt Storage & Fo	uel Tank Facili	ity.doex				
Offered	l by	•••••			. Second	ed by	
	The above resolut	ion was du	ly adopte	d by the	City Cou	ncil of the C	ity of Ocean City, New Jersey, at a meeting of
said Co	uncil duly held on			*******		lay of	2019
		NAME Barr Bergman DeVlieger	AYE	NAY	ABSENT	ABSTAINED	
		Hartzell Madden McClellan Wilson				MANUAL MA	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: August 9, 2019

RE: Authorization to Bid City Contract 19-25

CONSTRUCTION OF SALT STORAGE & FUEL TANK FACILITY

This project involves the construction of a salt storage and fuel tank facility located at 11th Street and Haven Avenue. This project will also address isolated site improvements, and new asphalt. Currently the city utilizes a shared-service areement with the county to store the city's road salt during the off-season. Constructing a new facility will bring the city in conformity with current NJDEP regulations and improve storm operations. Currently the fuel tanks located at the 11th Street Public Works Facility are underground and in keeping with NJDEP regulations the new tanks will be above ground.

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

RESOLUTION



TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #19-30, INSTALLATION OF ELECTRICAL INFRASTRUCTURE ON THE ROOSEVELT BOULEVARD GARDEN PLOT ISLANDS

		KOOSI	2 4 1217.1	DOULE	AKD V	GARDEN I	FLOT ISLANDS
advert Boule	BE IT RESOI isement of specif vard Garden Plot	ications fo	the City or City C	Counci	l of the (#19-30, I	City of Oceanstallation o	an City, New Jersey that it authorizes the of Electrical Infrastructure on the Roosevelt
							Peter V. Madden Council President
Note:	Legal advertises bid proposal op Thursday, Octob	ening sch	eduled (ed in the	Ocean C day, Sept	ity Sentinel tember 24, 2	on Wednesday, August 28, 2019 with the 2019 and an anticipated date of award on
Files: RA	U 19-30 Installation of E	lectrical Infrast	ructure on tl	he Roosevelt	Boulevard G	arden Plot Islands	s.docx
Offered	l by		4	• • • • • • • • • • • • • • • • • • • •	. Second	ed by	
	The above resolu	tion was dı	ıly adopt	ed by the	City Cou	ncil of the Ci	ity of Ocean City, New Jersey, at a meeting of
said Co	ouncil duly held on						2019
		NAME Barr Bergman DeVlieger Hartzell	AYE	NAY 	ABSENT	ABSTAINED	
		Madden McClellan Wilson				VIII.	Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO:

JOSEPH CLARK, PURCHASING MANAGER

FROM:

STEVEN LONGO, MANAGER

DATE:

AUGUST 9, 2019

RE:

CITY CONTRACT #19-30 INSTALLATION OF ELECTRICAL INFRASTRUCTURE

ON THE ROOSEVELT BOULEVARD GARDEN PLOT ISLANDS

Assistance is being sought to advance a resolution to City Council for the authorization of the advertisement of specifications for City Contract #19-30 Installation of Electrical Infrastructure on the Roosevelt Boulevard Garden Plot Islands

The purpose of the contract is to have a qualified company install electrical service in the ground along the large grass islands associated with Roosevelt Blvd. for the purpose of providing power to illuminate year-round lighting in the black pine trees featured throughout the islands along the roadway. The work will be subject to the standard city codes and subsequent inspections.

The city will remove the existing temporary poles and the contractor will remount the meters, panels and service drops onto (5) five new permanent poles installed by the city. The contractor will trench approximately 1,290-feet of ¾-inch Schedule-40 PVC and pull wire through the new conduit from each of the new poles out to (34) new outlets that will be located in close proximity to the existing tree locations.

New commercial string lighting with heavy duty construction and weatherproof seals will be installed by the city to replace the current lighting in place. The lighting was purchased from Rileighs Outdoor Decor and was previously authorized by City Council.

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

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

RESOLUTION

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CIT	TO AU	J THORIZ Γ #20-04, Ι	ZE THE MAINT	E ADVE ENANG	RTISEM CE OF C	IENT OF SI	PECIFICATIONS FOR ED GROUNDS & GARDEN PLOTS
adverti	BE IT RESOL	VED by control of the	the City or City (Counci Contract	ll of the (#20-04, I	City of Ocea Maintenance	n City, New Jersey that it authorizes the of City Owned Grounds & Garden Plots.
							Peter V. Madden Council President
Note:	Legal advertises bid proposal op Thursday, Octo	ening sch	eduled (ed in the on Tues	Ocean C day, Sept	ity Sentinel cember 24, 2	on Wednesday, August 28, 2019 with the 019 and an anticipated date of award on
Files: RA)	U 20-04 Maintenance of	City Owned Gr	ounds & Ga	arden Plots.d	łocx		
Offered							
							y of Ocean City, New Jersey, at a meeting of
said Co	uncıl duly held on	NAME Bart	AYE	NAY	ABSENT	lay of	2019
		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:

STEVEN LONGO, MANAGER

DATE:

AUGUST 9, 2019

RE:

CITY CONTRACT #20-04 MAINTENANCE OF CITY OWNED GROUNDS &

GARDEN PLOTS

Assistance is being sought to advance a resolution to City Council for the authorization of the advertisement of specifications for City Contract #20-04 City Owned Grounds & Garden Plots. This will be a 3-year contract subject to annual review and reauthorization by City Council.

The purpose of the contract is to supplement the landscape maintenance services performed by the city's grounds maintenance operation. The contract term is 31-weeks annually beginning on April 6, 2020 and concluding on November 7, 2020. The maintenance agreement includes preseason gardens and grounds preparation that involves edging beds, removing fallen leaves and debris and placing mulch and continues into the growing season with requirements for the application of various nutrients that include lime, pre and post-emergent fertilizers to control weeds and unwanted growth. The contract provisions require the properties to be cut on a weekly basis on Thursday's or Friday's weather permitting to enhance the appearance for visitors and guests. Additional language in the agreement includes requirements to trim trees and shrubs on an as needed basis to maintain appearance and public safety.

The landscape territory includes 13-properties in the south/central area of the city. Additionally there are 13-properties in the north end location and finally there are 6-properties in the 9th Street & Rt. 52 corridor for a total of 32 locations.

The necessary dollars to fund the professional services will be included in the 2020 Department of Public Works operating budget.

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

RESOLUTION

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR

CITY CONTRACT #20-06, COMMUNITY CENTER/LIBRARY HVAC REPLACEMENT & IMPROVEMENT PROJECT						
BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes to divertisement of specifications for City Contract #20-06, Community Center/Library HVAC Replacement improvement Project.						
	Peter V. Madden Council President					
Note: All dates to be determined.						
Files: RAU 20-06 Community Center/Library HVAC Replacement & Improvement	ent Project.doex					

Offered by Seconded by

NAY

NAME Barr Bergman DeVlieger Hartzell Madden McClellan Wilson

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

ABSENT ABSTAINED

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO:

JOSEPH CLARK, PURCHASING MANAGER

FROM:

STEVEN LONGO, MANAGER

DATE:

AUGUST 9, 2019

RE:

CITY CONTRACT #20-06 COMMUNITY CENTER/LIBRARY HVAC SYSTEM REPLACEMENT &

IMPROVEMENT PROJECT

Assistance is being sought to advance a resolution to City Council for the authorization of the advertisement of specifications for City Contract #20-06 Community Center/Library HVAC System Replacement & Improvement Project.

The project involves the replacement two rooftop air-conditioning condensing units and the related air handlers and three heat pumps. All of the equipment is beyond the useful life cycle, has become unreliable in terms of supplying efficient climate control to building patrons and city team members and use the soon to be unavailable R-22 refrigerant.

The largest condensing unit and air handler is a 50-ton system that provides heating and cooling to the senior center, the cardio room, both main level entrances and the adjacent large corridor and the locker rooms. The 30-ton unit also provides heating and cooling to portions of the library that include 2nd floor library area, computer room and the conference rooms on the 1st floor of the library. The three penthouse heat pumps utilize reversing valve technology to supply heating and cooling to portions of the 2nd floor library, the atrium and the Art Center.

The effort underway is to have the systems designed and subsequent bid packages ready for public bid in early October to allow the successful bidder the appropriate lead time to obtain all the new equipment required for the project that at times may be up to a twelve week timeframe or better depending on the manufacturer.

The new equipment will match the existing curbs, contain seashore coatings on the coils and the entire unit. The units will also have a 5-year warranty on the entire system, 10-year warranty on the heat exchanger and a 1-year labor warranty.

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

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

RESOLUTION



AUTHORIZING THE AWARD OF A CONTRACT TO ATLANTIC COAST ALARMS, INC FOR BUILDING ACCESS CONTROL FOR VARIOUS CITY OWNED BUILDINGS

WHEREAS, the City of Ocean City has a need to upgrade the access systems in several buildings; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have said systems upgraded to provide security to the personnel and the public who utilize the City buildings 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, Atlantic Coast Alarms, Inc. has provided various types of security services for the City of Ocean City for many years; and

WHEREAS, Chief John J. Prettyman, Director of Police; Benjamin M. Hurst, Director of IT; Michael Rossbach, Acting Director of Public Works; Steven M. Longo, Manager of Public Buildings & Property; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the requests for various alarm system and building access system upgrades and recommend that Atlantic Coast Alarms, Inc. be awarded an alternative non-advertised method contract for the ongoing needs for building access, alarms & security systems for the City of Ocean City; and

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

WHEREAS that Atlantic Coast Alarms, Inc. has submitted a Business Entity Disclosure Certification which certifies that that Atlantic Coast Alarms, 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 that Atlantic Coast Alarms, 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 that **Atlantic Coast Alarms Inc.**, 5100 Harding Highway, Suite 203, Mays Landing, NJ 08330 be awarded as follows:

- 1. Furnishing & Installation of Building Access, Alarm & Security Systems for the City of Ocean City for the Calendar Year 2019
- 2.
 Encumbered & Expended to Date.
 \$ 125.00

 3.
 Requisition Awaiting Approval.
 \$ 19,300.00

 Total to Date.
 \$ 19,425.00
- 4. Furnishing & installation of building access, alarm & security systems for the City of Ocean City 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 orders to Atlantic Coast Alarms Inc., 5100 Harding Highway, Suite 203, Mays Landing, NJ 08330 in accordance with this resolution.

The Director of Financial Management certifies that funds are available for the requisition awaiting approval and shall be charged to the following various Capital Accounts #C-04-55-301-302 (\$6,299.47), C-04-55-301-308 (\$1,200.00), C-04-55-301-304 (\$5,393.50), C-04-55-301-305 (\$2,506.50) & C-04-55-306-102 (\$3,900.00) when the Purchase Order is issued, any additional requisitions shall receive the appropriate account number as needed.

CERTIFICATION OF FUNDS

Frank Donato III, CM	FO	<u></u>				Peter V. Madden	
Director of Financial l		nt				Council President	
Files: RAW 19 Non Advertised A	Atlantic Coast A	larms,docx					
Offered by	•••••	• • • • • • • • • • • •		Second	led by		
The above resol	ution was d	uly adop	ted by th	e City Cor	ıncil of the Cit	y of Ocean City, New Jersey, at a meet	ing of
said Council duly held c	on the	• • • • • • • • • • •			day of	2019	
	NAME Barr	AYE	NAY		ABSTAINED		
	Bergman DeVlieger Hartzell				***************************************	***************************************	
	Hartzell Madden McClellan					Melissa G. Rasner, City Clerk	

ATLANTIC COAST ALARM, INC.

5100 Harding Highway, Suite 203, Mays Landing, New Jersey 08330 Tel (609) 625-0944 • (800) 728-4928 • Fax (609) 625-8968

Alarms • Card Access Systems • Surveillance Cameras • Site Management • Central Station Monitoring (UL Listed)

July 15, 2019

Department of Police Services Division of Information Technology City of Ocean City

Attn: Gerry McGee

Re: Access Control

Dear Gerry,

The following is a proposal to provide an access control system for the Henry Knight Building, Community Center, and the Music Pier.

Access Control: Henry Knight Building

ACA will install 2 Access Panels with 1 door per panel. Door locations are Haven Door, and 11th St. Door. The customer will provide network at the panel locations.

- 2 Continental 2-Door Panels with Accelerator Boards
- 2 Exterior Multi Prox Card Readers with Keypad
- 2 Door Contacts
- 2 AL600ULM Power Supplies
- 2 Electric Strike Lock
- 2 Lantronics Box
- Plenum Wire
- * Conduit
- * Labor
- * Programming
- * Software Setup (Integrate into the existing Continental Access Software for the City)

The price for parts, installation and programming is \$7,500.00

Access Control: Community Center

ACA will install 2 Access Panels with 1 door per panel. Door locations are Pool Door, and Library Door. The customer will provide network at the panel locations. The Pool Door has existing conduit to be used. If ACA is unable to use the conduit, additional charges may apply to run new conduit.

- 2 Continental 2-Door Panels with Accelerator Boards
- 2 Exterior Multi Prox Card Readers with Keypad
- 2 Door Contacts

- 2 AL600ULM Power Supplies
- 2 Electric Strike Lock
- 2 Lantronics Box
- * Plenum Wire
- * Labor
- * Programming
- * Software Setup (Integrate into the existing Continental Access Software for the City)

The price for parts, installation and programming is \$7,900.00

Access Control: Music Pier

ACA will install 1 Access Panels with 1 door. Door location is North Side Door. The customer will provide network at the panel locations.

- 1 Continental 2-Door Panels with Accelerator Boards
- 1 Exterior Multi Prox Card Readers with Keypad
- 1 Door Contacts
- 1 AL600ULM Power Supplies
- 1 Electric Strike Lock
- 1 Lantronics Box
- * Plenum Wire
- * Labor
- * Programming
- * Software Setup (Integrate into the existing Continental Access Software for the City)

The price for parts, installation and programming is \$3,900.00

Options:

Badging License

\$975.00 each

Notes:

- The customer will provide IP address for each panel.
- Technicians are certified through the State of New Jersey for Burglar Alarm installation. Atlantic Coast Alarm is licensed by the State of New Jersey for Fire Alarm installation. License numbers will be supplied upon request.
- Parts and labor are guaranteed for one year.
- Permits may be required. Permits and fees are the responsibility of the property owner.
- Your local police department may require that you register your alarm system. Registering your alarm is the responsibility of the property owner.
- Additional information can be found at www.atlanticcoastalarm.com.

Very truly yours,

Vince Flukey

Sales Manager Atlantic Coast Alarm

Note: Available upon request:

New Jersey DCA Fire Alarm Contractor License Number

New Jersey DCA Fire Alarm, Burglar Alarm & Locksmith Adv/Comm Contractor License Number

New Jersey DCA Home Improvement Contractor License Number

RESOLUTION



AUTHORIZING THE AWARD OF A CONTRACT TO GARDEN STATE HIGHWAY PRODUCTS, INC. FOR FURNISHING & DELIVERY OF TRAFFIC SAFETY PRODUCTS, ROADSIDE MUTCD TRAFFIC & STREET SIGNS FOR THE CITY OF OCEAN CITY

WHEREAS, the City of Ocean City has a need to acquire traffic safety products & street signs for use by several City Departments to provide safe passage and access throughout the City of Ocean City; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have said signage and traffic safety products installed to provide residents and visitors safe passage throughout the City of Ocean 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, Garden State Highway Product, Inc. has provided various types of traffic safety products and service throughout the City of Ocean City for many years; and

WHEREAS, Michael Rossbach, Acting Director of Public Works; Todd L. Dwyer, Manager of the Ocean City Municipal Airport, Public Transportation, Parking & Revenue Collection; Steven M. Longo, Manager of Public Buildings & Property; Lieutenant Brian Hopely, Supervisor of the Traffic Safety Unit; Jessica l. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the requests for various traffic safety product and recommend that Garden State Highway Products, Inc. be awarded an alternative non-advertised method contract for the ongoing needs for traffic safety products for the City of Ocean City; and

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

WHEREAS that Garden State Highway Products, Inc. has submitted a Business Entity Disclosure Certification which certifies that that Garden State Highway Products, 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 that Garden State Highway Products, 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 that Garden State Highway Products, Inc., 301 Riverside Drive, Millville, NJ 08332 be awarded as follows:

- 1. Furnishing & Delivery of Traffic Safety Products, Roadside MUTCD Traffic & Street Signs for the City of Ocean City for the Calendar year 2019
- 3. Requisition Awaiting Approval. \$ 3,303.45 **Total to Date** \$ 22,636.40
- 4. Furnishing & delivery of traffic safety products 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 orders to Garden State Highway Products, Inc., 301 Riverside Drive, Millville, NJ 08332 in accordance with this resolution.

The Director of Financial Management certifies that funds are available for the requisition awaiting approval and shall be charged to Operating Account #9-01-26-840-259 (\$3,303.45) when the Purchase Order is issued, any additional requisitions shall receive the appropriate account as needed.

CERTIFICATION OF FUNDS

Frank Donato III, CMFC Director of Financial Ma) inagemer	nt				Peter V. Madden Council President	
Files: RAW 19 Non Advertised Gard	len State High	ıway Inc.do	осх				
Offered by				Second	ed by		
The above resoluti	on was du	ly adopt	ed by the	e City Cou	ncil of the City	of Ocean City, New Jersey, at a meeting	; of
said Council duly held on t	he NAME	AYE	NAY		lay of ABSTAINED	2019	
	Barr Bergman DeVlieger						
	Hartzell Madden McClellan Wilson	·VVPPAA VAARAMAAAA	VW700004004.4.1.4.4		Antonio	Melissa G. Rasner, City Clerk	

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY RESOLUTION

AUTHORIZING THE REJECTION OF BID PROPOSALS FOR CITY CONTRACT #19-26, BACK BAY MECHANICAL DREDGING - NORTH

WHEREAS, specifications were authorized for advertisement by Resolution #19-55-337 on Thursday, July 11, 2019 for City Contract #19-26, Back Bay Mechanical Dredging - North; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, July 17, 2019, the Notice to Bidders was posted on the City of Ocean City's website, www.ocnj.us and the Invitation for Bid Proposals was distributed to nineteen (19) prospective bidder (s) for City Contract #19-26, Back Bay Mechanical Dredging - North; and

WHEREAS, bid proposals were opened for City Contract #19-26, Back Bay Mechanical Dredging - North on Tuesday, August 13, 2019 and six (6) bid proposals were received; and

WHEREAS, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Vice President, Act Engineers; Junetta Dix, Director of Environmental Services, Act Engineers; Travis Merritts, P.E. Project Manager, Act Engineers; George J. Savastano, Business Administrator; Dorothy F. McCrosson, Esquire, City Solicitor and Joseph S. Clark, QPA, Purchasing Manager have reviewed the bid proposals and specifications and determined that all bid proposals be rejected based on an error of improper notification of addenda to required bidders per N.J.S.A. 40A:11-23 (c) (2) & (d); and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #19-26, Back Bay Mechanical Dredging - North be and is hereby rejected as stated above and re-advertised once the specifications have been modified.

	······································
Peter V. Madden	
Council President	

Files: REJ 19-26 Back Bay Mechanical Dredging North.doc

Offered by			• • • • • • • • • • • • • • • • • • • •	. Second	ed by	
The above resolut	ion was du	ly adopte	ed by the	City Cou	ncil of the City	of Ocean City, New Jersey, at a meeting of
said Council duly held on	the				lay of	2019
	NAME Barr Bergman	AYE	NAY	ABSENT	ABSTAINED	
	De Vlieger Hartzell Madden	***************************************			***************************************	Melissa G. Rasner, City Clerk
	McClellan Wilson	***************************************				· •

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY RESOLUTION

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

WHEREAS, the City of Ocean City requires certain professional specialized legal services in connection with the authorization and issuance of bonds and notes of the City of Ocean City, Ocean City, New Jersey, including the review of such procedures and the rendering of approving legal opinions acceptable to the financial community for the duration of September 1, 2019 – August 31, 2020; and

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

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

WHEREAS, the Request for Proposal was advertised in the Ocean City Sentinel on Wednesday, June 20, 2018, the Request for Proposal was posted on the City of Ocean City's website, www.ocnj.us and the Invitation to Quote was distributed to three (3) prospective respondent(s); and

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

WHEREAS, City Council awarded the original professional services contract City RFP#Q-18-002, General Municipal Bond Counsel Services for the City of Ocean City to McManimon & Scotland & Baumann, LLC for a one (1) year duration (September 1, 2018 – August 31, 2019) on August 23, 2018 through the passage of Resolution No. 18-54-305; and

WHEREAS, McManimon & Scotland & Baumann, LLC has agreed to hold firm the fees that were proposed in City RFP #Q-18-002, General Municipal Bond Counsel Services for the City of Ocean City, NJ for the duration of September 1, 2019-August 31, 2020; and

WHEREAS, McManimon & Scotland & Baumann, LLC has agreed to serve as general municipal bond counsel for the City of Ocean City a one (1) year duration (September 1, 2019-August 31, 2020); and

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

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

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

WHEREAS, Frank Donato III, Director of Financial Management; Jessica L. Baird; Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the terms and conditions of the contract and recommend award of a professional service contract to McManimon & Scotland & Baumann, LLC for General Municipal Bond Counsel Services for the City of Ocean City, NJ for a one (1) year duration beginning September 1, 2019 thru August 31, 2020; and

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

CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

<u>Item</u>	Description	Quantity	2 nd Year Rates
1.0	Preparation of Bond Ordinances		
1.1 1.2	Cost to prepare a Bond Ordinance Cost per Bond Ordinance for the	1 per Ordinance	\$ 600.00
	Record of the Proceeding	1 per Ordinance	\$ 600.00
2.0	Work in Connection with Tax Matters on Bond Anticipation Notes and/or Tax Anticipation Notes		
2.1	The Cost for Work in Connection with Tax & Arbitrage Matters Relative to the Identification Debt Issuance		\$ 500.00
3.0	Issuance of Bond Notes		
3.1	Supply Cost Schedules	submitted proposal	submitted proposal
4.0	Work in Connection with Tax Matters on Bond Anticipation Notes and/or Tax Anticipation Notes		
4.1	Supply Cost Schedules	submitted proposal	submitted proposal
5.0	Issuance Cost of General Obligation Bon	ds	
5.1	Supply Cost Schedules	submitted proposal	submitted proposal
6.0	Miscellaneous Out of Pocket Fee Schedul	le	
6.1	Delivery/Courier Charges:		actual cost
6.2	Facsimile Charges/per page:		\$ 1.00
6.3	Telephone Charges:		N/C
6.4	Photocopies/per page:		\$ 0.20
6.5	Postages:		actual cost
6.6	Travel/Mileage/per mile:		\$ 0.55
6.7	Courier Service:		actual cost
7.0	Hourly Rates		
7.1	Paralegals		\$ 135.00/hr.
7.2	Associates		\$ 215.00/hr.
7.3	Senior Associates/Counsel		\$ 215.00/hr.
7.4	Shareholders		\$ 215.00/hr.
8.0	The term of the contract shall be for a period through August 31, 2020.	od of one (1) year, commencing on Sept	tember 1, 2019 and continuing
9.0	A copy of the Business Entity Certification (BRC) for Michael Baker Jr., Inc. has been Office.		

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.

10.

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY RESOLUTION

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with McManimon & Scotland & Baumann, LLC, 75 Livingston Avenue, Second Floor, Roseland, NJ 07068 beginning on September 1, 2019 through August 30, 2020 for City RFP #Q-18-002, General Municipal Bond Counsel Services for the City of Ocean City as stated and in accordance with the quote specifications and submitted proposal form.

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

Joseph Sond Ordinan	50 por <u>14.5.5.71</u> 40.7	1.4-20 (expens	568).		
CERTIFICATION OF	FUNDS				
Commence of the second					
- James -	<u> </u>				
Frank Donato, III, CMFC				Peter V. Madden	
Director of Financial Mar	nagement			Council President	
Files: RPS 2019-2020 Municipal B	ond Counsel.docx				
Offered by		Se	conded by	•••••	•••••
The above resolut	ion was duly adopt	ted by the City	Council of the C	City of Ocean City, New	Jersey, at a meeting of
said Council duly held on					
Comon dary nord Off	NAME AYE		ENT ABSTAINED	· · · · · · · · · · · · · · · · · · ·	△∪1 ブ
	Barr Bergman DeVlieger Hartzell				

Madden McClellan Wilson Melissa G. Rasner, City Clerk



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

DATE RECEIVED: CITY RFP #: PROPOSAL NAME:

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

	NAME, ADDRESS &		McManimon, Sc	ottland & Ba	umann, LLC	Parker McCay			Waters, Mc Phe	rson, McNeill	, PC	Winne Banta		, , , , , , , , , , , , , , , , , , , ,
1	BID OF EACH BIDDER		75 Livingston A		ıd Floor	9000 Midland Drive Suite 300			300 Lighting Way			Winne Banta Basralian & Kahn PC		
			Roseland, NJ 07	7068		Mount Laurel, NJ 08054			Secaucus, NJ 0	7096		Court Plaza Sou		ng
												21 Main Street 9	Suite 101	
			Phone: 973-622			Phone: 856-596			Phone: 201-863			PO Box 647		
			jbaumann2msbi	ıj.com		Fax: 856-596-96	<u>i31</u>		Fax: 201-863-2	866		Hackensack NJ		7
1												Phone: 201-487		
	•					-						Fax: 201-487-8!	529	
ITEM	DESCRIPTION	QTY	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020 2	2020-2021	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	0 2020-2021
1.0														
1.0	Preparation of Bond Ordinances				ļ								 	
-									rootoo per single purpose bond					-
									ordinance capital			1		
									ord, or resolution				ļ	
									600.00 per each	Dor Dronocal	l Per Proposal		-	
									multipurpose bond					
1 11	Cost to prepare a Bond Ordinance	1 per ord.	\$ 600.00	\$ 600.00	\$ 600.00	\$ 450.00	\$ 450.00 \$	¢ 450.00		Letter	Letter		\$ 600.00	\$ 600.00
	cost to propert a soria orananec	3 pci	Ψ 000.00	Ψ 000.00	φ 000.00	130.00	ф 130.00 4	φ -130.00	ordianec	LCCC	Ecces	\$ 000,00	\$ 000.00	\$.000.00
<u> </u>										Per Proposal	Per Proposal		-	-
	Cost per Bond Ordinance for the Record of the	·			İ					Engagement	Engagement			
1.2	Proceeding	1 per ord.	\$ 600.00	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 200.00	see above	Letter	Letter	\$ 600.00	\$ 600.00	\$ 600.00
	Work in Connection with Tax Matters on													
2.0	Bond Anticipation Notes and /or Tax													-
	Anticipation Notes												·	İ
2.1	The Cost for work in Connection with Tax &										Per Proposal		No	No
	Arbitrage Matters relative to the Identified Debt									Engagement	Engagement	No Additional	Additional	Additional
	Issuance	Flat Rate	\$ 500.00	\$ 500.00	\$ 500.00	\$ 285.00	\$ 285.00 \$	\$ 285.00	see above	Letter	Letter	Cost	Cost	Cost
3.0	Issuance of Bond Notes													
3.0	For Services Rendered in connection with each													ļ
3.1	Note Sale											}		
				-					3,500.00 plus			\$2,000.00 or	†	
			0.50 per			500.00 per			\$1.00 per			\$0.60 per	1	
		Notes from 0-15 Million	thousand Dollars			million			thousand dollars			thousand dollars	. '	
			0.40 per						3,500.00 plus			\$2,000.00 or		
			thousand Dollars						\$0.90 per			\$0.50 per		
		Notes over 15 Million				400.00 per million	····		thousand dollars	Per Proposal	Per Proposal	thousand dollars	See Proposa	See Proposal
			500.00 each			500.00 each			\$1,000.00 each			\$500.00 each		
	more th	nan 1 series of notes issued	series			series			series			series	ļ	
<u></u>														

r	NAME, ADDRESS &		McManimon, Sco	ottland & Baumann,	I C Parker McCav		Waters Mc Phe	rson, McNeill, PC	Winne Banta		
1	BID OF EACH BIDDER			enue, Second Floor	9000 Midland I	Prive Suite 300	300 Lighting Wa	av	Winne Banta Ba	eralian & Kah	ın PC
l			Roseland, NJ 07	7068	Mount Laurel,		Secaucus, NJ 0		Court Plaza Sou		
l	·						Joeuweus, 115 o		21 Main Street		9
l			Phone: 973-622	-1800	Phone: 856-59	6-8900	Phone: 201-863	-4400	PO Box 647	Duite 101	
l	•		jbaumann2msbi		Fax: 856-596-9		Fax: 201-863-2		Hackensack NJ	07601-0647	
l		•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		1 4 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		1 UAI 201 000 Z		Phone: 201-487		
l									Fax: 201-487-8		
ITEM	DESCRIPTION	QTY	2018-2019	2019-2020 2020-2	2018-2019	2019-2020 2020-202	1 2018-2019	2019-2020 2020-2021	2018-2019	2019-2020	2020-2021
											-
	Work in Connection with Tax Matters on Bond Anticipation Notes and/or Tax										
	Anticipation Notes										
١,,	For Services Rendered in connection with each Note Sale										
4,1	Note Sale						1,750.00 plus		\$2,000.00 or		
			0.50 per		500.00 per		\$0.60 per		\$0.60 per		
		Notes from 0-15 Million			million		thousand dollars		thousand dollars		
-	!	MOTCS HOTH 0-13 MINDH	0.40 per		DIBROIL		1,750.00 plus		\$2,000.00 or	+ +	
			thousand Dollars				\$0.50 per		\$0.50 per		
		Notes over 15 Million			400.00 per millio	n	thousand dollars		thousand dollars		
 		, 3.0. 20 1 /8/10/11	500.00 each		500.00 each		\$500.00 each		\$500:00 each	1	
	more th	nan 1 series of notes issued			series		series		series		
					····						
										1	
5.0	Issuance Cost of General Obligation Bonds For Services Rendered in connection with each										
l	For Services Rendered in connection with each										
5.1	Note Sale		2 500 00 61 00		2 COO OO CISES				650 000 00		
			3,500.00 \$1.00		3,500.00 Flate				\$10,000.00 or		1
			per thousand		Rate 1,000 per			-	\$1.00 per		
-		Notes from 0-15 Million	Dollars		million 3,500.00 Flate				thousand dollars \$10,000.00 or		
			3,500 \$0.75 per		Rate 750.00 per				\$10,000.00 or \$0.90 per	- Indiana	
		Notes over 15 Million	thousand Dollars		million			•	\$0.90 per thousand dollars		
		Notes over 13 Million	1,000.00 each		THIBUOT				\$1,000.00 each	 	
	mara th	nan 1 series of notes issued			n/a				series		Ī
···	(i) Oie (i)	THE T DELICE OF HOLES ISSUED	501103		11/4				201103	+	
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6.0		Refunding Bond Issue				,	\$5,000.00				
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7.0		bond or note			1		fee				
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				<u> </u>	· · · ·		1.5% of			 	····
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8.0	Failure	to pay within 60 days will				•	balance				ı
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	NAME, ADDRESS &		McManimon Scr	attland & Ra	umann IIC	IDarker McCay			Waters Mc Pho	rean McNaill	DC	Winne Banta		
BID OF EACH BIDDER		McManimon, Scottland & Baumann, LLC 75 Livingston Avenue, Second Floor					Waters, Mc Pherson, McNeill, PC 300 Lighting Way			Winne Banta Basralian & Kahn PC				
	AD OF LACIT DIDDLE		Roseland, NJ 07068					Secaucus, NJ 07096			Court Plaza South - East Wing			
		•	Roseland, NJ U	7000		Mount Laurer, N	J V0U34		Secaucus, NJ U	7090				19
			Phone: 973-622	1000		Dhamas OFC FOC	. 0000		DI 201 0C2	4400		21 Main Street S	suite 101	
						Phone: 856-596			Phone: 201-863			PO Box 647		
			jbaumann2msbi	ıj.com		Fax: 856-596-9	631		Fax: 201-863-2	866		Hackensack NJ		
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ITEM	DESCRIPTION	QTY	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020 2020	0-2021	2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021
6.0	Miscellaneous Out of Pocket Fee Schedule	·												
1									Per Proposal		Per Proposal			
					1				Engagement	Engagement				1
	Delivery/Courier Charges:	cost	actual	actual		cost			Letter	Letter	Letter	cost		cost
	Facsimile Charges/per page:	cost	\$ 1.00	\$ 1.00		N/C		N/C	\$ -	\$ -	\$ -	N/C	N/C	N/C
	Telephone Charges:	cost	N/C	N/C		N/C	N/C	N/C	\$ -	\$ -	\$ -	N/C		N/C
	Photocopies/per page:	cost	\$ 0.20	\$ 0.20		\$ 0.10		0.10	\$ -	\$ -	\$ -	\$ 0.20		
	Postages:	cost	actua			cost	cost	cost	\$ -	\$ -		cos		
T							Travel Cost Trav			I	Ţ	1	1	
1			1			Travel Cost 0.545		.545 per						1
6.6	Travel/Mileage/per mile	cost	\$ 0.55	\$ 0.55	\$ 0.55	per mile	•	mile	¢ -	\$ -	¢ -	N/C	N/C	N/C
	Courier Service	cost	actua			cost		cost	\$ -	\$ -	<u> </u>	N/C		N/C
		5001						COOC	Ψ	Ψ	Ψ	14,0	1,00	14/0
7.0	Hourly Rates													
					<u> </u>	<u> </u>								<u> </u>
										Engagement	Per Proposal Engagement			
7.1	Paralegals	per hour	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00 \$ 1	135.00	\$ 90.00	Letter	Letter	\$ 90,00	\$ 90.00	\$ 90.00
7.2	Associates	per hour			\$ 215.00			250,00	\$ 200.00	· s	\$ -	\$ 125.00		
7.3	Senior Associates/Counsel	per hour	\$ 215.00		\$ 215.00			250.00	\$ 200.00		\$ -	\$ 125.00		\$ 125,00
	Shareholders	per hour	\$ 215,00		\$ 215.00			250.00	n/a		<u>\$</u> -	\$ 125.00		
	Required Information				1	7	*				т	Ψ	7 220,00	7 123.30
	RIGHT TO EXT	ND-TIME FOR AWARD:	YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
<u> </u>	CTOOKIOLDED DY	OLOCUPE CTATEMENT.		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		VEC/NO	VEC							
	STOCKHOLDER DIS	SCLOSURE STATEMENT:	YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
	NON-C	OLLUSION AFFIDAVIT:	YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
	MADE TORY FOUR THE AMELIAN	ORTHUTTY I ANGLES	\				1/-0							
	MANDATORY EQUAL EMPLOYMENT OPP	OKTUNITY LANGUAGE:	YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	·····
	EEO/AFFIRMATIVE ACTION COMPLIANC	E NOTICE TO BIDDERS:	YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
	SWORN STATEMENT BY PROFESSION	SERVICES PROVIDER	YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
						-						I ES/ NO		
ļ	NEW JERSEY BUSINESS REGISTRATIO	N CERTIFICATE (BRC):	YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	
	REFERENC	E LIST OF CUSTOMERS:	YES/NO	YES		YES/NO	YES		YES/NO	YES		YES/NO	YES	•



ITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF FINANCIAL MANAGEMENT

August 16, 2019

Dear City Council Members,

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

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

As the resolution states, pricing for said services were solicited for a period of three years. McManimon & Scotland, LLC is holding firm on pricing from the prior three year period. If passed by City Council this contract will last until August 31, 2020 and represent the second year of the RFP process, with a potential to award up to one additional year.

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

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

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

Sincerely,

Frank Donato III

Director of Financial Management

C: Mayor Gillian

George Savastano, Business Administrator

RESOLUTION



AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY & CONCORD ENGINEERING GROUP, INC. FOR HVAC UPGRADES AT THE OCEAN CITY COMMUNITY CENTER/LIBRARY

WHEREAS, the City of Ocean City requires professional mechanical, electrical & plumbing services for the replacement of the HVAC system upgrades at the Ocean City Community Center/Library; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have a design plan, drawing and project specification for the upgrades to the HVAC system at the Ocean City Community Center/Library; and

WHEREAS, Concord Engineering Group, Inc. has been determined to have the necessary expertise to perform these services; and

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

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

WHEREAS, Concord Engineering Group, Inc. has agreed to provide services for the mechanical, electrical & plumbing design for the upgrades to the HVAC system at the Ocean City Community Center/Library; and

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

WHEREAS, the City of Ocean City is desirous of entering into a Professional Services Contract with Concord Engineering Group, Inc. for mechanical, electrical & plumbing design, plans & specifications for the upgrades to the HVAC system at the Ocean City Community Center/Library; and

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

WHEREAS, George J. Savastano, PE, City Engineer; Steven Longo, Manager of Buildings & Grounds; Vincent Bekier, Director of Community Operations; Rachel N. Ballezzi, Engineering Clerk; Michael J. Allegretto, Director of Community Service; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the terms and conditions of the contract and recommend award of a professional service contract to Concord Engineering Group, Inc. for the mechanical, electrical & plumbing design, plans & specifications for the upgrades to the HVAC system at the Ocean City Community Center/Library; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional services contract to Concord Engineering Group, Inc., 2311 Atlantic Avenue, Atlantic City, NJ 08401, for design proposal as follows:

Total	Estimated Proposal	\$ 9,900.00
3.	Construction Administration Service	\$ 2,400.00
2.	Preparation of MEP Construction Documents	\$ 5,000.00
1.	Field Survey/Existing Information Review	\$ 2,500.00

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

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 Concord Engineering Group, Inc., 2311 Atlantic Avenue, Atlantic City, NJ 08401 as listed in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are available and shall be charged Capital Account # C-04-55-301-305 in the amount of \$9,900.00.

Peter V. Madden

Council President

CERTIFICATION OF FUNDS

Director of Financial Management

Frank Donato, III, CMFO

Files: RPS 19 Concord Engineering-Ocean City Community Center-Library HVAC.doc								
Offered by	***********			. Seconde	ed by			
The above resolution								
said Council duly held on t								
			NAY	ABSENT	ABSTAINED			
	Hartzell Madden McClelian					Melissa G. F	Rasner, City C	
	Wilson							



August 8, 2019

Mr. Steven Longo
Manager Department of Public Works
City of Ocean City
115 E. 12th Street
Ocean City, New Jersey 08226
SLongo@OCNJ.US

Re:

Ocean City Community Center

HVAC Upgrades (CEG #8P19482)

Dear Steve:

Thank you for this opportunity to submit our proposal for professional engineering services for the referenced project. We will provide Mechanical and Electrical systems' design consulting services.

The project includes the replacement of the Community Center's existing two (2) rooftop variable air volume (VAV) central station air handling units and their associated rooftop condensing units which serve the Library and the Senior Center and Aquatic and Fitness Center areas.

All replacement equipment will be specified as high-efficiency equipment selected to have similar operating capacities as the existing equipment and utilize an updated renewable refrigerant. All replacement rooftop equipment, piping, curbs, pipe supports, etc., will be provided with special seashore treatments to prevent premature rust and corrosion deterioration.

For bidding purposes, this project will be combined with a concurrent City project which includes the replacement of three (3) existing indoor water-source heat pumps and their associated heating hot water reheat coils serving the Community Center's Arts Center, Library and Atrium areas.

Project will include construction phasing so as to maintain continuous operations of the existing facility throughout construction.

SCOPE OF WORK

Concord Engineering Group, Inc. will provide the following design engineering services for this project:

- 1. Field survey to confirm existing conditions, points of connection, etc.
- 2. Review existing as-built and previous design documents, where available.
- 3. Attend one (1) meeting with Owner to finalize project's design scope of work prior to preparation of bld/construction drawings and technical specifications.
- 4. Preparation of mechanical and electrical public bid plans and technical specifications describing the extent of work necessary to bid and construct the project.

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

- 5. Provide New Jersey Professional Engineer signed and sealed construction documents for Contractor to submit to the local authorities having jurisdiction for plan review and permitting
- 6. Provide construction administration services which includes bid time assistance, responses to RFI's, shop drawings review, attendance at one (1) construction meeting and performance of one (1) site inspection to be utilized for issuance of a final MEP punch list.

PROPOSAL ASSUMPTIONS / EXCLUSIONS

We have made the following assumptions/exceptions in the preparation of this proposal:

- 1. The project documents will be prepared using AutoCAD.
- 2. Bid documents will be provided to the City electronically in PDF format.
- 3. Attendance at only three (3) meetings total, as noted above, will be required.
- 4. We have excluded the following services:
 - Roofing design services.
 - Plumbing and fire protection design services.
 - Lighting and Low-Voltage IT, communications and CCTV systems design services
 - Architectural design services.
 - Civil and Environmental Engineering services. (Identification and/or removal of hazardous materials.)
 - Commissioning and construction management services.
 - Testing or adjusting of existing MEP systems.
 - "Value Engineering" plan revisions after completion of final construction documents.
 - Preparation of "as-built" drawings.
 - Preparation of or guarantee of construction costs.
 - Owning/operating cost studies and reports.
 - Plan review and permitting fees.
 - Any work related to buildings or structures outside of the project scope of work as described above.

Should additional services be required or requested, we propose that our fees be adjusted accordingly and by mutual agreement. We would expect to be authorized to proceed with such additional services with our compensation computed on an hourly basis in accordance with the enclosed "2019 Hourly Billing Rate Schedule".

FEES

A. The BASIC services described in this proposal will be performed for a lump sum fee broken down as follows.

Description	Fee
Field Survey / Existing Information Review	\$2,500
Preparation of MEP Construction Documents	\$5,000
Construction Administration Services	\$2,400
Total	\$9,900

Mr. Steven Longo August 8, 2019 Page 3

B. Reimbursable expenses such as long distance travel, lodging, document reproduction and express mailing, if required, shall be invoiced at our direct cost.

We hope this proposal provides you with the information you need, and we are looking forward to proceeding with services described herein. We ask that you kindly acknowledge your written acceptance by signing below, where indicated, retaining one (1) copy and returning one (1) copy to our office.

Sincerely, Concord Engineering Group, Inc.

Anthony Caucci, P.E.
President, Commercial Engineering

Accepted by: Date:

J:\PROPOSAL\2019\8P19482.00 - Ocean City Community Center HVAC Upgrades\8P19482 Ocean City Community Center HVAC Upgrades.docx



CONCORD ENGINEERING 2019 RATE SHEET

<u>Se</u>	ervices	Rates
1.	Engineering/Design Services: a) Principal/Director b) Senior Engineer c) Engineer II d) Engineer I e) Associate Engineer f) Senior Designer g) Designer	\$286.00/hr \$209.00/hr \$169.00/hr \$125.00/hr \$97.00/hr \$163.00/hr \$112.00/hr
2.	Project Management Services: a) Project Manager b) Senior Field Technician c) Field Technician II d) Field Technician I	\$189,00/hr \$159.00/hr \$129.00/hr \$82.00/hr
3.	Commissioning Services: a) Project Manager b) Senior Field Technician c) Field Technician II d) Field Technician I	\$189.00/hr \$159.00/hr \$129.00/hr \$82.00/hr
4.	Energy Advisory and Procurement Consulting Services: a) Principal/Vice President b) Senior Associate c) Associate d) Junior Analyst	\$ 210.00/hr* \$195.00/hr* \$147.00/hr* \$95.00/hr*

^{*}Client has the option of converting the Hourly fee into a \$\(\)kWh or \$\(\)therm fee which can be included in the 3\(\)^d party supplier contract for a "\(\)NO Cost Solution" to the Client.

5. Construction Management Services:

	CM Manager	\$194.00/hr
6.	Administrative Services:	\$ 61.00/hr

7. Reimbursable Costs:

a) Drawing Reproduction:

riawing reproduction,	
24" x 36" Bond	\$4.75 each
30" x 42" Bond	\$6.75 each
36" x 48" Bond	\$10.15 each
24" x 36" Translucent bond (Vellum)	\$10.15 each
30" x 42" Translucent bond (Vellum)	\$14.45 each
36" x 48" Translucent bond (Vellum)	\$19.85 each
24" x 36" Mylar	\$12.35 each
30" x 42" Mylar	\$18.05 each
36" X 48" Mylar	\$24.45 each
8-1/2"x11" Specification Pages	\$0.50 each

b) Overnight, Express Mail, and Courier Services: 1.1 multiplier based on actual cost.

Note: Rates for Categories 1-6 above are all-inclusive rates. No additional charges will occur for computers, telephone calls, internal printing costs, etc. for associated services provided.

#11

RESOLUTION

AUTHORIZING CHANGE ORDER #36 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

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, the City Council of Ocean City, New Jersey authorized Change Order #34 to City Contract #17-53, Northend Drainage Improvements on May 23, 2019 by Resolution #19-55-298_to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$7,642.22; and
- WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #35 to City Contract #17-53, Northend Drainage Improvements on June 13, 2019 by Resolution #19-55-317_to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$4,893.21; and
- WHEREAS, George J. Savastano, P.E., City Engineer; Vincent Bekier, Director of Community Development; Rachel N. Ballezzi, Engineering 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 #36 to City Contract #17-53, Northend Drainage Improvements is correct as follows:

RESOLUTION

Change Order #36

Increase – Extra Work

<u>Item</u>	<u>Description</u>	Quantity	<u>Un</u>	<u>Unit Price</u>		tal Price
10. 12.	8"x18" Concrete Vertical Curb Concrete Sidewalk 4" Thick	26 LF 21 SY	\$ \$	21.50 58.00	\$ \$	559.00 1,218.00
13. 19.	Concrete Sidewalk 6" Thick Traffic Markings, Lines, Long Life	23 SY	\$	58.00	\$	1,334.00
20.	Thermoplastic Turf Repair Strip	291 LF 5,430 LF	\$ \$	0.75 4.00	\$ \$	218.25 21,720.00
58. Total	Utility Conflicts (No Bid) Amount of Increase – Extra Work:	12.45671 Units	\$	2,000.00	<u>\$</u> \$	24,913.42 49,962.67
Total	Amount of Increase to Change Order #36				\$	49,962.67

Decreases - Reduction

<u>Item</u>	<u>Description</u>	Quantity	Uni	t Price	To ₁	tal Price
11.	Concrete Gutter, 8" Thick X18" Wide	250 LF	\$	21.50	(\$	5,375.00)
17.	Hot Mix Asphalt 9.5 M 64 Surface Course				ζ.	<i>y. y</i>
	1 ½" Thick	720 SY	\$	16.00	(\$	11,520.00)
39.	18" Ductile Iron Pipe	20 LF	\$	169.00	(\$	3,380.00)
40.	24" Ductile Iron Pipe	28 LF	\$	235.00	(\$	6,580.00)
50.	Cleaning Existing Pipe, 12"to 24"				ζ.	-, ,
	Diameter	326 LF	\$	30.00	(\$	9,780.00)
62.	Transformer Pad	3 Units	\$	4,500.00	(\$	13,500.00)
Total	Amount of Decrease – Reduction:			•	(\$	50,135.00)
Total	Amount of Decrease to Change Order #36				(\$	50,135.00)
Total	Amount of Change Order #36 including th	ie Increases & De	creas	es	(\$_	172.33)
Total Amount of City Contract #17-53, Northend Drainage Improvements Including Change Order #36						207,168.65

WHEREAS, the newly adjusted contract cost including Change Order #36 \$9,207,3168.65 an increase of \$1,344,162.03 to the original contract and a 17.09(%) 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 #36 to City Contract #17-53, Northend Drainage Improvements in the net amount of (\$172.33) (P.O. #18-00189); and

RESOLUTION

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #36 in the net amount of (172.33) 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 O	F FUND	\mathbf{S}				
	THE PARTY OF THE P					
		*				
Frank Donato III, CM Director of Financial N	FO					Peter V. Madden Council President
Files: RESCO#36CC#17-53 Nort	hend Drainage	Improveme	ents,docx			
		•				
		·				
Offered by			· · · · · · · · · · · · · · · ·	Second	led by	
The above resolu	tion was du	ılv adop	ted by the	e Citv Cou	ıncil of the Cit	y of Ocean City, New Jersey, at a meeting of
saru Councii duly neid on	NAME	AYE	NAY		day of ABSTAINED	2019
	Barr Bergman DeVlieger Hartzell			***************************************		
	Hartzell Madden McClellan Wilson			1000 A A A	***************************************	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: August 1, 2019

RE: CHANGE ORDER NO. 36

NORTH END DRAINAGE IMPROVEMENTS

Project #:

3-2017-053

The above referenced contract is seeking Council's approval of

CHANGE ORDER NO. 36

on the

Thursday, June 13, 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:

8" X 18" CONCRETE VERTICAL CURB	26 L.F.
CONCRETE SIDEWALK, 4" THICK	21 S.Y.
CONCRETE DRIVEWAY, 6" THICK	23 S.Y.
TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC	291 L.F.
TURF REPAIR STRIP	5430 L.F.
UTILITY CONFLICTS (NO BID)	12.4567 U

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

CONCRETE GUTTER, 8" THICK X 18" WIDE	250 L.F.
HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 1 1/2" THICK	720 S.Y.
18" DUCTILE IRON PIPE	20 L.F.
24" DUCTILE IRON PIPE	28 L.F.
CLEANING EXISTING PIPE, 12" TO 24" DIAMETER	326 L.F.
TRANSFORMER PAD	3 U

This change order represents a total current contract net change of

16.97%

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



CITY OF OCEAN CITY, ENGINEERING DIVISION NORTH END DRAINAGE IMPROVEMENTS

PURCHASE ORDER # 18-00189

CHANGE ORDER NO. 36 FILE NO. 3-2017-053

CONTRACTOR:

L. FERIOZZI CONCRETE COMPANY 3010 SUNSET AVENUE

ATLANTIC CITY, NJ 08401

REASON FOR CHANGE:
MATERIALS NEEDED TO ADVANCE THE PROJECT STATUS

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	ITEM				UNIT	
CHANGE	#	DESCRIPTION	QTY	UNITS	PRICE	AMOUNT
SUPPLEMENTAL		0		0	\$0.00	
-						
					SUBTOTAL:	\$0.00
EXTRA	10	8" X 18" CONCRETE VERTICAL CURB	26	L.F.	\$21.50	\$559.00
	12	CONCRETE SIDEWALK, 4" THICK	21	S.Y.	\$58.00	\$1,218.00
	13	CONCRETE DRIVEWAY, 6" THICK	23	S.Y.	\$58.00	\$1,334.00
	19	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC	291	L.F.	\$0.75	\$218.25
	20	TURF REPAIR STRIP	5430	L.F.	\$4.00	\$21,720.00
	58	UTILITY CONFLICTS (NO BID)	12.45671	U	\$2,000.00	\$24,913.42
		·			CURTOTAL	ć 10 050 57
					SUBTOTAL:	\$49,962.67
REDUCTION	11	CONCRETE GUTTER, 8" THICK X 18" WIDE	250	L.F.	\$21.50	\$5,375.00
	17	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 1 1/2" THICK	720	S.Y.	\$16.00	\$11,520.00
	39	18" DUCTILE IRON PIPE	. 20	L.F.	\$169.00	\$3,380.00
	40	24" DUCTILE IRON PIPE	28	L.F.	\$235.00	\$6,580.00
	50	CLEANING EXISTING PIPE, 12" TO 24" DIAMETER	326	L.F.	\$30.00	\$9,780.00
	62	TRANSFORMER PAD	3	U	\$4,500.00	\$13,500.00
					SUBTOTAL:	\$50,135.00
						- , -

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER		
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL	
1	\$55,458.00	MATERIALS NEEDE TO COMPLETE PROJECT			
2	\$59,297.68	CHANGES TO COMPLETE JOB MORE EFFICIENTLY	+ SUPPLEMENTAL	\$0.00	
3	\$15,558.50	MATERIALS NEEDE TO COMPLETE PROJECT			
4	\$3,070.00	MATERIALS NEEDED TO COMPLETE PROJECT	+ EXTRA	\$49,962.67	
5	(\$90,454.60)	MATERIALS NEEDED TO COMPLETE PROJECT			
6	(\$23,003.60)	MATERIALS NEEDED TO COMPLETE PROJECT	- REDUCTIONS	\$50,135.00	

7	\$56,088.00	IMPROVEMENTS TO SURROUNDING AREA			
. 8	\$5,382.98	MATERIALS NEEDED RELATED TO THE PROJECT	NET CONTRACT CI	HANGE	
9	(\$3,750.30)	MATERIALS NEEDED TO COMPLETE PROJECT	THIS CHANGE ORE	DER	(\$
10	\$6,847.76	CHECK VALVE REPAIR			
11	\$24,750.00	PHA LOT WORK	-		
12 13	\$16,641.00 \$44,546.00	MATERIALS NEEDED TO COMPLETE PROJECT			
14	\$18,900.00	MATERIALS NEEDED TO COMPLETE PROJECT 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 NEEDEDTO 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 26	\$154,529.00 \$5,000.00	MATERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION			
26 27	\$5,000.00	BOLLARDS 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	F&M WORK FOR ADDITION OF CURB, GUTTER AND DRIVEWAY	Š		
35	\$4,893.21	MATERIALS NEEDED TO ADVANCE THE PROJECT STATUS			
36	(\$172.33)	MATERIALS NEEDED TO ADVANCE THE PROJECT STATUS			
37				•	
38		·			
39 40					
41		,			
42					
				1767141	***************************************
		ORIGINAL CONTRACT AMOUNT		\$7,863,006.62	
	-	AMENDED CONTRACT AMOUNT		\$9,207,168.65	
		TOTAL CONTRACT CHANGE (AMOUNT)		\$1,344,162.03	
		TOTAL CONTRACT CHANGE (PERCENT)		47.000	
		TOTAL CONTRACT CHANGE (PERCENT)		17.09%	
ACCEPTED BY:		- Marie - American - A		-	
		L. FERIOZZI CONCRETE COMPANY	DATE		
ADDDOVED DV			•		
APPROVED BY:		PROJECT MANAGER	D. 4	•	
,		THOSE OF MINIMAGEN	DATE		* .
				•	
		MUNICIPAL ENGINEER	DATE	•	
	•	PURCHASING AGENT	DATE		
		·			
		CHIEF FINANCIAL OFFICER	DATE	•	
	1		nov 2 1 1 has		

CHANGE ORDER PROPOSAL #36

DATE:

7-26-2019

TO:

RACHEL BALLEZZI - CITY OF OCEAN CITY

CC:

FILE

FROM:

L. FERIOZZI CONCRETE COMPANY - JOSEPH L. FERIOZZI

RE:

NORTHEND DRAINAGE IMPROVEMENTS

INDICATED BELOW IS THE COST ASSOCIATED WITH ADDED AND DELETED WORK PER REQUEST OF THE CITY. ADDED WORK COMPLETED THRU 7/26/19 WAS NOT ABLE TO BE INCLUDED IN THE INVOICING DUE TO CONTRACT QUANTITY OVERAGES. PLEASE REVIEW AND CALL WITH ANY QUESTIONS.

ADDED WORK

ADD 8X18 CONCRETE CUB - ITEM #10: ADD 4" CONCRETE SIDEWALK - ITEM #12: ADD 6" CONCRETE DRIVEWAY - ITEM #13: ADD 4" THERMOPLASTIC STRIPES - ITEM #19: ADD TURF REPAIR - ITEM #20:

ADD UTILITY CONFLICTS - ITEM #58:

DEL. CONCRETE GUTTER - ITEM #11:
DEL. ASPHALT 9.5M64 SURFACE - ITEM #17:
DEL. 18" DUCTILE IRON PIPE - ITEM #39:
DEL. 24" DUCTILE IRON PIPE - ITEM #40:
DEL. CLEAN EXISTING PIPE - ITEM #50:
DEL. TRANSFORMER PAD - ITEM #62:

26 LF @ \$21.50/LF = \$559.00 21 SY @ \$58.00/SY = \$1,218.00 23 SY @ \$58.00/SY = \$1,334.00 291 LF @ \$.75/LF = \$281.25 5,430 SY @ \$4.00/SY = \$21,720.00 12.45671 EA @ \$2,000.00 EA = \$24,913.42

250 LF @ \$21.50/LF = <\$5,375.00>
720 SY @ \$16.00/SY = <\$11,520.00>
20 LF @ \$169.00/LF = <\$3,380.00>
28 LF @ \$235.00/LF = <\$6,580.00>
326 LF @ \$30.00/LF = <\$9,780.00>
3 EA @ \$4,500.00 EA = <\$13,500.00>

TOTAL CHANGE ORDER = <\$109.33>

*ITEM TO BE PAID PER ACTUAL INSTALLED UNITS

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY RESOLUTION

AUTHORIZING CHANGE ORDER #6 TO CITY CONTRACT #18-11, 2018 ROAD IMPROVEMENT PROGRAM – PHASE 3

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

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

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

WHEREAS, George J. Savastano, Business Administrator; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #18-11, 2018 Road Improvement Program - Phase 3 awarded to Landberg Construction, LLC, the lowest responsible bidder; and

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

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

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #3 to City Contract #18-11, 2018 Road Improvement Program - Phase 3 on April 11, 2019 by Resolution #19-55-256 in the net amount of \$9,030.00 resulting in an adjusted contract amount of \$555,556.85; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #4 to City Contract #18-11, 2018 Road Improvement Program - Phase 3 on April 25, 2019 by Resolution #19-55-266 in the net amount of \$4,450.00 resulting in an adjusted contract amount of \$560,006.85; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #5 to City Contract #18-11, 2018 Road Improvement Program - Phase 3 on June 27, 2019 by Resolution #19-55-328 in the net amount of \$12,400.80 resulting in an adjusted contract amount of \$572,407.65; and

WHEREAS, George J. Savastano, Business Administrator; Vincent Bekier, Director of Community Development; Rachel N. Ballezzi, Clerk; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #6 to City Contract #18-11, 2018 Road Improvement Program - Phase 3 is correct as follows:

Change Order #6

Increase – Supplemental Work:						
<u>Item</u>	Description	Quantity	Unit	Price_	<u>To</u>	tal Price
S-3	Furnish & Install 6" DIP Storm Drains at The Bay/Simpson Alleys from 29th St – 30th St					
	6" DIP	431 LF	\$	37.50	\$	16,162.50
	24x24" Junction Box	3 Units	\$	1,750.00	\$	5,250.00
	6" Strom Drain Cleanout	3 Units	\$	350.00	\$	1,050.00
	9.5M64, 2"	65 Tons	\$	87.50	\$	5,687.50
Total Amount of Increases – Supplemental Work:						28,150.00
Total Amount of Increases for Change Order #6					\$	28,150.00

RESOLUTION

Change Order #6 (Continued)

	ge Order #0 (Continued)					
Decre <u>Item</u>	ease – Reduction Work: <u>Description</u>	Quantity	<u>Uni</u>	t Price	<u>To</u>	tal Price
3	Excavation, Unclassified	260 C.Y.	\$	6.00	(\$	1,560.00)
4	1-8 Soil Aggregate	175 C.Y.	\$	0.01	(\$	1.75)
5	Dense Graded Aggregate Base Course,	~ ~ ~				
7	6"Thick	575 S.Y.	\$	4.00	(\$	2,300.00)
7 8	HMA Milling, 3" To 6" Hot Mix Asphalt Base Course, Mix	9 S.Y.	\$	6.50	(\$	58.50)
G	19M64,3"Thick	108 S.Y.	\$	13.00	(\$	1,404.00)
10	Hot Mix Asphalt Surface Course, Mix	100 5.1.	Ψ	15.00	ĘΦ	1,404.00)
	9.SM64, 11/2" Thick	168 S.Y.	\$	12.00	(\$	2,016.00)
12	12" High Density Polypropylene0000				(+	_,,,,,,,,,
	Culvert Pipe	100 LF	\$	90.00	(\$	9,000.00)
13	8" Ductile Iron Culvert Pipe, Class 52	100 LF	\$	100.00	(\$	10,000.00)
14	12" Ductile Iron Culvert Pipe, Class 52	100 LF	\$	100.00	(\$	10,000.00)
12	Utility Crossing	10 Units	\$	0.01	(\$	0.10)
19	Reset Existing Casting	6 Units	\$	350.00	(\$	2,100.00)
20	Concrete Sidewalk, 4" Thick	65.5 SY	\$	80.00	(\$	5,240.00)
22	8" X 18" Concrete Vertical Curb	15.5 LF	\$	40.00	(\$	620.00)
23	Turf Repair Strip	500 LF	\$	6.00	(\$	3,000.00)
24	Asphalt Price Adjustment	1 Lump Sum	\$	0.00	(\$	0.00)
11	Open Graded Friction Course 4" Thick	4 SY	\$	30.00	<u>(\$</u>	120.00)
	Amount of Decreases – Reduction Work:		Ψ	50.00	(\$	47,420.35)
Total	Amount of Decreases for Change Order	‡ 6			(\$	47,420.35)
Total	Amount of Change Order #6 Including In	ncreases & Decrea	ases		(\$	19.270 35)
of \$61	WHEREAS, the newly adjusted contract of 1,150.45 to the original contract and a 12.43 (Improvement Program - Phase 3; and				137.30	
author	NOW THEREFORE, BE IT RESOLVE rizes Change Order #6 to City Contract #18- 9,270.35) (PO #18-03499); and	ED by the City Co 11, 2018 Road Imp	ouncil o provem	of the City of (lent Program -	Ocean Phase	City, NJ that it 3 in the amount
Phase	BE IT FURTHER RESOLVED that the ge Order #6 in the net amount of (\$19,270.35 3 (PO #18-03499) issued to Landberg Coed to the following Capital Account #C-04-5	5) to City Contract of the struction, LLC, 8	#18-11	, 2018 Road In	nprove	ment Program -
CER	TIFICATION OF FUNDS					
	The state of the s					
	D. HIT COURSE					
	Donato III, CMFO tor of Financial Management			r V. Madden ncil President		
			Cou	nen President		
Files: RE	SCO#6 18-11, 2018 Rd Improvement Program-PH3.docx					
Offere	d by	. Seconded by		***************************************	• • • • • • • •	
	The above resolution was duly adopted by the	City Council of the	City of	Ocean City, Nev	v Jerse	y, at a meeting of
said C	ouncil duly held on the	dov.of			2010	
saiu C	NAME AYE NAY Barr Bergman	ABSENT ABSTAINED		***************************************	2 019	
	De Vlieger Hartzell Madden McClellan			Melissa G. Rasno		
	Wilson					



CITY OF OCEAN CITY AMERICA'S GREATEST FAMILY RESORT.

MEMORANDUM

TO: Joseph Clark, Purchasing Manager

FROM: Vince Bekier, Director of Community Development

DATE:

August 1, 2019

RE: CHANGE ORDER NO. 6

2018 ROAD IMPROVEMENT PROGRAM - PHASE 3

Project #:

18-11

Alleys between 28th - 32nd Street from Bay Ave - West Ave

The above referenced contract is seeking Council's approval of

CHANGE ORDER NO. 6

on the

Thursday, August 22, 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:

FURNISH AND INSTALL 6" DIP STORM DRAINS AT THE BAY/SIMPSON ALLEYS FROM 29TH - 30TH ST

6" DIP	431 LF
24"X24" JUNCTION BOX	3 UN
6" STORM DRAIN CLEANOUT	3 UN
9.5M64, 2"	65 TN

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

EXCAVATION, UNCLASSIFIED	260 C.Y.
I-8 SOIL AGGREGATE	175 C.Y.
DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	575 S.Y.
HMA MILLING, 3" TO 6"	9 S.Y.
HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	108 S.Y.

HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 1 1/2" THICK	168 S.Y.
12" HIGH DENSITY POLYPROPYLENE CULVERT PIPE	100 L.F.
8" DUCTILE IRON CULVERT PIPE, CLASS 52	100 L.F.
12" DUCTILE IRON CULVERT PIPE, CLASS 52	100 L.F.
UTILITY CROSSING	10 UNIT
RESET EXISTING CASTING	6 UNIT
CONCRETE SIDEWALK, 4" THICK	65 5 S Y

8" X 18" CONCRETE VERTICAL CURB TURF REPAIR STRIP ASPHALT PRICE ADJUSTMENT OPEN GRADED FRICTION COURSE, 4" THICK 15.5 L.F. 500 L.F. 1 LUMP SUM 4 S.Y.

This change order represents a total current contract amount net change of

12.43%

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



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

PURCHASE ORDER # 18-03499 CHANGE ORDER NO. 6 FILE NO. 18-11

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

REASON FOR CHANGE:	•
6" DIP STORM DRAINS AT BAY/SIMPSON &	DEDUCTIONS TO COMPLETE PROJECT

HE	TIME PROVIDED FO	or completion of t	HIS PROJECT IS:	
	UNCHANGED,	INCREASED,	DECREASED, BY	CALENDAR DAYS

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

TYPE OF	ITEM		1		UNIT]
CHANGE	#	DESCRIPTION	QTY	UNITS	PRICE	MOUNT
SUPPLEMENTAL		FURNISH AND INSTALL 6" DIP STORM DRAINS AT THE	1			
		BAY/SIMPSON ALLEYS FROM 29TH - 30TH ST				
		6" DIP	43.		4	
1	•	24"X24" JUNCTION BOX	431	LF.	\$37.50	\$16,162.5
		6" STORM DRAIN CLEANOUT	3	UN	\$1,750.00	\$5,250.00
1		9.5M64, 2 ⁴	65	UN	\$350.00	\$1,050.00
-		المعتدومية لا	65	TN	\$87.50	\$5,687.50
					SUBTOTAL:	\$28,150.00
EXTRA		o			\$0.00	·
1		0		0	\$0.00	
		0	1.	0	\$0.00	
		·				
					SUBTOTAL:	\$0.00
REDUCTION	3	EXCAVATION, UNCLASSIFIED	260	C.Y.	\$6.00	\$1,560.00
	4	I-8 SOIL AGGREGATE	175	C.Y.	\$0.01	\$1.75
	5	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	575	S.Y.	\$4.00	\$2,300.00
	7	HMA MILLING, 3" TO 6"	9	S.Y.	\$6.50	\$58.50
1	8	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	108	S.Y.	\$13.00	\$1,404.00
A, -Again sourcementer	10	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 1 1/2" THICK	168	S.Y.	\$12.00	\$2,016.00
-	12	12" HIGH DENSITY POLYPROPYLENE CULVERT PIPE	100	LF.	\$90.00	\$9,000.00
	13	8" DUCTILE IRON CULVERT PIPE, CLASS 52	100	L.F.	\$100.00	\$10,000.00
	14	12" DUCTILE IRON CULVERT PIPE, CLASS 52	100	LF.	\$100.00	\$10,000.00
] ,	15	UTILITY CROSSING	10	UNIT	\$0.01	\$0.10
	19	RESET EXISTING CASTING	6	UNIT	\$350.00	\$2,100.00
	20	CONCRETE SIDEWALK, 4" THICK	65.5	S.Y.	\$80.00	\$5,240,00
	22	8" X 18" CONCRETE VERTICAL CURB	15.5	LF.	\$40.00	\$620.00
•	23	TURF REPAIR STRIP	500	LF.	\$6.00	\$3,000.00
.	24	ASPHALT PRICE ADJUSTMENT	1	LUMP	\$0.00	\$0.00
1		•		SUM	İ	7

	. 11	OPEN GRADED FRICTION COURSE, 4" THICK	4	S.Y.	\$30.00	\$120.00
					SUBTOTAL:	\$47,420.35
		CHANGE ORDER SUMMARY	<u> </u>	!	<u>[</u>	····
		PREVIOUS CHANGE ORDERS	1	CURR	ENT CHANGE ORD	ER
NO.	AMOUNT	REASON FOR CHANGE	TYP	E OF CHA		TOTAL
1	\$20,370.00	MATERIALS NEEDED TO PROGRESS PROJECT STATUS				
2	\$34,170.00	TYPE REASON HERE	+ SUPPLE	MENTAL		\$28,150.00
3	\$9,030.00	MATERIALS NEEDED TO FOR PROJECT				Q_0,230.00
4	\$4,450.00	28TH & WEST	+ EXTRA			\$0.00
5	\$12,400.80	TYPE REASON HERE				20.00
6	(\$19,270.35)	ORM DRAINS AT BAY/SIMPSON & DEDUCTIONS TO COMPLETE	- BEDUCTI	IONS		£47.430.3E
7	(7-0)-: 0:00,	The state of the s	- NEDOCII	IONS		\$47,420.35
8			NET CONT	-0.4 <i></i>		
9			NET CONT			
10			THIS CHAN	AGE ONDE	R	(\$19,270.35)
ACCEPTED BY:		AMENDED CONTRACT AMOUNT TOTAL CONTRACT CHANGE (AMOUNT) TOTAL CONTRACT CHANGE (PERCENT)		1/10	\$553,137.30 \$61,150.45 12.43%	
APPROVED BY:		LANDBERG CONSTRUCTION, LLC	E	DATE	' .	
AFFROVED 61.		PROJECT MANAGER	D	DATE		į
		MUNICIPAL ENGINEER	D	PATE	-	
		PURCHASING AGENT	D	ATE		
	_	CHIEF FINANCIAL OFFICER	Ď.	ATE		

LANDBERG CONSTRUCTION LLC

July 30, 2019

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

Attn: Mr. Roger Rinck

Re: 2018 Road Improvement Program Ph. 3 Contract No. 18-11

Change Order Request No. 8

Mr. Rinck,

Below, please find our proposal to furnish and install 6" DIP storm drains at the Bay/Simpson Alleys from 29th_30th St. This proposal also include all contract deducts as well.

Proposal

24" x 24" Junct 6" Storm Drain 9.5M64, 2"	Drain Cleanout 3 UN		@ \$37.50/LF @ \$1,750.00/UN @\$350.00/UN @\$87.50/TN TOTAL: \$2		.: \$28,150.00
Deducts Item 3 Exc	av, Unclas	260 CY	@ \$6.00/CY	\$1,560.00	

				
Item 3	Excav, Unclas	260 CY	@ \$6.00/CY	\$1,560.00
Item 4	I-8 Soil	175 CY	@ \$.01/CY	\$ 1.75
Item 5	DGA, 6"	575 SY	@ \$4.00/SY	\$2,300.00
Item 7	Milling, 3-6"	9 SY	@ \$6.50/SY	\$ 58.50
Item 8	19M64, 3"	108 SY	@ \$13.00/SY	\$1,404.00
ltem 10	9.5M64, 1.5"	168 SY	@ \$12.00/SY	\$2,016.00
Item 11	OGFC, 4"	4 SY	@ \$30.00/SY	\$ 120.00
Item 12	12" HDPE	100 LF	@ \$90.00/LF	\$9,000.00
Item 13	8" DIP, CL 52	100 LF	@ \$100.00/LF	\$10,000.00
Item 14	12" DIP, CL 52	100 LF	@ \$100.00/LF	\$10,000.00
item 15	Util. Crossings	10 UN	@ .00/UN	\$.10
Item 19	Reset Castings	6 UN	@ \$350.00/UN	\$2,100.00
item 20	Conc Sidewalk, 4"	65.5 SY	@ \$80.00/SY	\$5,240.00
Item 22	Conc Vert Curb	15.5 LF	@ \$40.00/LF	\$ 620.00
Item 23	Turf Repair Strip	500 LF	@ \$6.00/LF	\$3,000.00

TOTAL: (\$47,420.35)

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

Sincerely,

Mike Landberg Vice President



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

ENGINEERING DIVISION

April 11, 2018

RE: 2018 ROAD IMPROVEMENT PROGRAM – PHASE III

Project #: 3-18-11

On behalf of the Engineering Division and subject to availability of funds, the City of Ocean City intends to resurface the following streets/alleys in the fall of 2018 and spring of 2019.

1.	Wesley Avenue – 26 th Street to 24 th Street	7.	West/Asbury Alley – 27 th Street to 26 th Street
2.	27th Street, West Avenue to the beach	8.	28th Street – West Avenue to Wesley Avenue
3.	Central/Wesley Alley – 28th Street to 26th Street	9.	31st Street, West Avenue to Wesley Avenue
4.	26th Street – Asbury Avenue to the beach	10.	32 nd Street, West Avenue to Asbury Avenue
5.	25 th Street – West Avenue to the beach	11.	33rd Street, West Avenue to the beach
6.	Central Avenue – 28th Street to 24th Street		

This notice is being sent to you because the City's tax records indicate that you own property along one of these roadways. If you are planning any driveway, curb, sidewalk or related improvements in the near future, they should be made prior to the resurfacing. If this is the case, contact the Engineering Office to coordinate construction. Any utility services that you plan to install (gas, water, sewer, etc.) should be in place prior to resurfacing to avoid the assessment of street restoration fees. After the road has been resurfaced, THERE WILL BE A TWO (2) YEAR MORATORIUM ON ROAD OPENINGS. If you are not planning any improvements, you do not need to do anything.

Just prior to construction, a public announcement will be made on the local government access channel (Channel 2) and a notice by the contractor will be delivered to your property.

If you have any questions, please feel free to contact me at 609-399-6111.

Sincerely,

Mr. Arthur J. Chew, PE, PP, CFM, CME, CPWM City Engineer

AJC/jls

O.\Engineering\3-Roads and Drainage\3-2018-011 2018 Road Improvement Program - Phase III\Letters\Paving Notice 18-04-11.doc

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

#13

RESOLUTION

AUTHORIZING CHANGE ORDER #4, FINAL ACCEPTANCE & FINAL PAYMENT OF CITY CONTRACT #18-31, 2018 BACK BAY MECHANICAL DREDGING

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

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, June 20, 2018, the Notice to Bidders and the specifications was posted on the City of Ocean City's website @www.ocnj.us; and the specifications were distributed to twenty six (26) prospective bidder(s) for City Contract #18-31, 2018 Back Bay Mechanical Dredging; and

WHEREAS, bid proposals were opened for City Contract #18-31, 2018 Back Bay Mechanical Dredging on Tuesday, July 17, 2018 and four (4) bid proposals were received; and

WHEREAS, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Project Manager, Act Engineers; Dorothy F. McCrosson, Esquire, City Solicitor; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #18-31, 2018 Back Bay Mechanical Dredging be awarded to Trident Piling Company LLC, the lowest responsible bidder; and

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

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #18-31, 2018 Back Bay Mechanical Dredging on March 28, 2019 by Resolution #19-55-238 in the net amount of \$159,405.00 resulting in an adjusted contract amount of \$1,197,630.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #2 to City Contract #18-31, 2018 Back Bay Mechanical Dredging on April 25, 2019 by Resolution #19-55-267 in the net amount of \$126,750.00 resulting in an adjusted contract amount of \$1,324,380.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #3 to City Contract #18-31, 2018 Back Bay Mechanical Dredging on August 8, 2019 by Resolution #19-56-007 in the net amount of \$46,957.75 resulting in an adjusted contract amount of \$1,371,337.75; and

WHEREAS, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Vice President, Act Engineers; George J. Savastano, Business Administrator; Vincent Bekier, Director of Community Operations; Roger Rinck, Manager of Engineering & Construction; Rachel N. Ballezzi, Engineering Clerk; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified that all work has been completed in accordance with the job specifications and that the Maintenance Bond, Release of Liens, Application for Final Payment and Certified Payrolls have been submitted and are in proper order and certified Change Order #4 to City Contract #18-31, 2018 Back Bay Mechanical Dredging is correct as follows:

Change Order #4

Decrease - Reduction Work:

<u>Item</u>	Description	Quantity	Amou	<u>nt</u>	Tota	al Amount
5.	Mechanical Sediment Dredging & Handling Sunny Harbor Sta 0-37 to 19+00	g: 129 CY	\$	50.00	(\$	6,450.00)
6.	Excavation Hauling & Disposal of Residential Direct Contact Remediation Standard (RSRS) Dredged Material	100 077				
	from Route 52 CDF	129 CY	\$	39.50	(\$	5,095.50)
Total	Amount of Reduction Work				(\$	11.545.50)

RESOLUTION

Change Order #4 (Continued)

Item	Description	·	Quantity	Amount	Total Amount
				Amount	Total Amount
	Amount of Decreases for C			·	(\$ 11,545.50)
Total	Amount of Change Order	#4 Including the	e Decrease		(\$ 11,545.50)
Total	Amount of City Contract #	18-31, 2018 Bac	ck Bay Mechanical	Dredging	#1 #50 F00 OF
Inclu	ling Change Order #4	*********		***************************************	. \$1,359,792.25
\$321,5 Back I	WHEREAS, the newly adj 567.25 to the original contract Bay Mechanical Dredging; a	ct and a 30.97(%)	est including Chang percent increase in	e Order #4 is \$1,359,7 n the total for City Co	792.25 an increase of ontract #18-31, 2018
Clerk's	WHEREAS, a copy of this Office and shall be publish	s Resolution and ed on one (1) occ	Contract shall be a casion in the Ocean	available for inspectio City Sentinel.	on in the Ocean City
Final A	NOW THEREFORE, BE izes Change order #4 in the Acceptance & Final Paymen 18 Back Bay Mechanical Dr	amount of (\$11,5 t in the amount o	545.50) to be charge	ed to Capital Account	#C-04-55-303-201.
payme	BE IT FURTHER RESO e Order #4 in the amount of ent in the amount of \$84,7' mical Dredging issued to Tri	f (\$11,545.50) to 78.44 (PO #18-0	be charged to Cap 02590 balance) for	ital Account #C-04-5. City Contract #18-3	5-303-201 and final 31, 2018 Back Bay
	TIFICATION OF FUNDS		,		
	Donato III, CMFO or of Financial Management			Peter V. Madden Council President	
Files: RE	SCO#4FAFP CC#18-31 2018 Back Bay M	lechanical Dredging.docx			
Offered	l by		Seconded by		
	The above resolution was duly				
said Co	ouncil duly held on the				
~ ~			ABSENT ABSTAINED		14.7
	De Vlieger Hartzell Madden			Melissa G. Rasner,	City Clerk



MEMORANDUM

To:

George Savastrano, City of Ocean City, NJ

Date:

August 2, 2019

From:

Vlad Odarchenko, ACT Engineers

CC:

Eric Rosina, ACT Engineers;

Rachel Bellezzi, City of Ocean City, NJ Vince Bekier, City of Ocean City, NJ

Re:

City of Ocean City Contract No. 18-31 2018 Back Bay Mechanical Dredging

Recommendation for Payment #7 (Final) Vendor: Trident Piling Company, LLC

ACT Engineers/Anchor QEA has reviewed Trident Piling Company's Pay Request #7 pertaining to the City Contract #18-31, 2018 Back Bay Mechanical Dredging. This Pay Request represents Trident's final payment to complete the above referenced contract. The requested dollar amount pertains to completion of demobilization, the costs incurred by Trident related to Change Order #3 (pending Council approval on August 8, 2019) and the contract retainage amount. Change Order #4 was also processed for a reduction in original contract value, for contract closeout.

Based on the review of the supporting documentation provided, ACT Engineers/Anchor QEA recommends the release of retainage and payment to the vendor, Trident Piling Company, for this invoice.

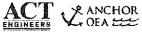
Purchase Order	Invoice #	Invoice Date	Invoice Amount
18-02590	2408	6/28/2019	\$84,778.44

Hardcopies of the remaining Closeout Document submittals not included in this package have been sent directly to the City. These document include: Maintenance bond, Contractor's Affidavit of Release of Liens (AIA Doc. G706A), Contractor's Affidavit of Payment of Debts & Claims (AIA document G706A), and Consent of Surety to Final Payment (AIA document G707).

Should you have any questions or require further clarification, please feel free to contact me at

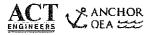
Memorandum your earliest convenience.

CHANGE ORDER REQUEST NO. CO# 4



C.O. TITLE:	Deductions to Close-out	Project	DATE	8/5/2019
PROJECT NAME:	2018 Back Bay Dredging			0,0,000
				
CONTRACTOR:	Trident Marine Piling Cor	mpany	PROJECT NO:	18-31
OWNER:	City of Ocean City			
Change Order Desci	iption:			
₹	n City mechanical dredgi Additional private reside			ieptember 21, 2018 and h March 2019.
Harbor. The desig		red the removal of 640		ed dredging within Sunny terial, with an additional
survey to verify the		lged. ACT/Anchor's po	st dredge evaluatio	post dredge bathymetric on indicated that material ent.
				tract amount for dredging at contract close-out, and
	l Sediment Dredging & Ha , Hauling and Disposal - \$5			у)
The Contract is Mod	lified as Follows:			
This change or	der requests a reduction o	f contract value, totaling	\$11,545.50, for the	close out of the contract.
ACT/Anchor re	quests that the Contract 1	8-31 contract value to b	e adjusted as follow	<i>y</i> s:
Original	Contract Amount:	\$1,038,225.00		
Approve	ed CO #1	\$159,405.00		
Approve	ed CO #2	\$126,750.00		
Pending	CO #3	\$46,957.75		
Current	Contract Amount	\$1,371,337.75		
Request	ed CO #4	(\$11,545.50)	•	
Revised	Contract Amount:	\$1,359,792.25		
·				
Contract time is:	☑ Unchanged ☐ Incre	ased Decreased b	A/- days \\	ork Days 🔲 Cal. Days
New In-Water Contra	· . —		y . / - uays [] w	Li Cal. Days

CHANGE ORDER REQUEST NO. CO# 4



C.O. TITLE:	Deductions to Close-out Project	DATE:	8/5/2019
PROJECT NAME:	2018 Back Bay Dredging (City Contract 18-31)		
CONTRACTOR:	Trident Marine Piling Company	PROJECT NO;	18-31
OWNER:	City of Ocean City		

Vlad Odarchenko	Versell,	8/5/2019
(Print name)	Signature	Date
Approved by Owner		
Joseph Stewart		8/5/19
(Print name & title)	&ignature	Date
Contractor		tala Bara Kalenda Halla Glav

PURCHASE ORDER # 18-02590

CHANGE ORDER NO. 4 FILE NO. 18-31

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

		REASON FOR CHANGE:				
		Deductions to Close-out Project				'
					•	
•		THE TIME PROVIDED FOR COMPLETION OF THIS PROJECTION OF THIS PROJECT		CALEN	NDAR DAYS.	
		UPON EXECUTION THIS DOCUMENT SHALL BECOME A				·
						·
TYPE OF	ITEM				TINU	
CHANGE	#	DESCRIPTION	QTY	UNITS	PRICE	AMOUNT
SUPPLEMENTAL		0 0		∌N/A \$N/A	\$0.00 \$0.00	
					SUBTOTAL:	\$0.00
EXTRA		0		#N/A #N/A	\$0.00 \$0.00	
					SUBTOTAL:	\$0.00
REDUCTION	5	MECHANICAL SEDIMENT DREDGING AND HANDLING: SUNNY HARBOR STA 0-37 TO 19+00	129	C.Y.	\$50.00	\$6,450.00
	6	EXCAVATION, HAULING, AND DISPOSAL OF RESIDENTIAL DIRECT CONTACT REMEDIATION STANDARD (RSRS)DREDGED MATERIAL FROM ROUTE 52 CDF	129	C.Y.	\$39.50	\$5,095.50
7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7					SUBTOTAL:	\$11,545.50
		CHANGE ORDER SUMMARY				
	PREVIO	DUS CHANGE ORDERS		CURREN	IT CHANGE ORD	ER
NO.	AMOUNT	REASON FOR CHANGE		PE OF C	HANGE	TOTAL
1	\$159,405.00	HANGE OREDER #1 7TH ST PIER & SUNNY OUTFALL/PIE	e.			
2	\$126,750.00 \$46,957.75	CHANGE ORDER #2 - 17TH ST BRIDGE ACCESSWAY CHANGE ORDER #3 - ADDITIONAL DREDGE VOLUMES	+ SUPPL	EMENTAI	L.	\$0.00
4	(\$11,545.50)	Deductions to Close-out Project	+ EXTRA			\$0.00
5	,,		Carray			\$0.00
6			- REDUC	TIONS		\$11,545.50
7						
8 9			8	ITRACT C		
10			I TIIS CH	ANGE OR	.DER	(\$11,545.50)
		ORIGINAL CONTRACT AMOUN	Ţ		\$1,038,225.00	
		AMENDED CONTRACT AMOUN	ıτ		\$1,359,792.25	. 1
		TOTAL CONTRACT CHANGE (A	(TNUOMA		\$321,567.25	ĺ
		TOTAL CONTRACT CHANGE (F	PERCENT)		30.97%	
CCEPTED BY:		TRIDENT HILING COMPANY, LDC	8,	S/19		
		THE WAY I		DATE		
PPROVED BY:		VLICAL	8	5/19		
	•	PROJECT MANAGER		DATE		AND THE PROPERTY.
		ENGINEER		DATE		
		PURCHASING AGENT	·	DATE		
		CHIEF FINANCIAL OFFICER		DATE		

Trident Piling Company LLC 103 Hospitality Dr., Longport, NJ 08403

609-703-7466

CONTRACTORS APPLICATION & CERTIFICATION FOR PAYMENT #7

City of Ocean City - 2018 Back Bay Mechanical Dredging - City Contract #18-31 - Purchase Order #18-02590

Billing Period: 5/2/19 - 5/5/19

Invoice Date: 6/28/19

					Total	Percent	Previous		Current		2%	Cur	rent Billing
Quantity	<u>Units</u>	<u>Description</u>	<u>Uni</u>	<u>t Price</u>	<u>Amount</u>	<u>Complete</u>	Billing		<u>Billing</u>	Re	<u>tainage</u>	incl	. retention
1	LS	Mobilization/Demobilization		00.00	18,000.00	50%		•	9,000.00	\$	180.00	\$	9,180.00
1	LS	Soil Erosion and Sediment Control	\$ 14,	00.00	\$ 14,000.00	80%	\$ 11,200.00	\$	2,800.00	\$	224.00	\$	3,024.00
1	LS	Water Management Controls	\$8,	00.00	\$ 8,000.00	100%	\$ 8,000.00	\$	-	\$	160.00	\$	160.00
2720	CY	Mechanical Sediment Dredging & Handling: Snug Harbor	\$	45.00	\$ 122,400.00	2720	\$122,400.00	\$	-	\$ 2	,448.00	\$	2,448.00
2500	CY	Mechanical Sediment Dredging & Handling: Sunny Harbor STA 0+37 TO 19+00	\$	50.00	\$ 125,000.00	2371	\$118,550.00	\$	-	\$ 2	,371.00	\$	2,371.00
5220	CY	Excavation, Hauling and Disposal of RSRS Dredged Mat'l from Route 52 CDF	\$	39.50	\$ 206,190.00	5091	\$201,094.50	\$	-	\$ 4	,021.89	\$	4,021.89
740	CY	Mechanical Sediment Dredging & Handling: South Harbor	\$	60.00	\$ 44,400.00	740	\$ 44,400.00	\$	-	\$	888.00	\$	888.00
260	CY	Mechanical Sediment Dredging & Handling: Sunny Harbor STA 16+00 to 23+97	\$	49.75	\$ 12,935.00	260	\$ 12,935.00	\$	-	\$	258.70	\$	258.70
1000	CY	Excavation, Hauling and Disposal of NRSRS Dredged Mat'l from Route 52 CDF	\$	75.00	\$ 75,000.00	1000	\$ 75,000.00	\$. **	\$ 1	,500.00	\$	1,500.00
		Total Base Bid			\$ 625,925.00								
3380	CY	Mechanical Sediment Dredging & Handling: Bay Bridge Condominiums	\$	45.00	\$ 152,100.00	3380	\$152,100.00	\$	-	\$ 3	,042.00	\$	3,042.00
3380	CY	Excavation, Hauling and Disposal of RSRS Dredged Mat'l from Route 52 CDF	\$	39.50	\$ 133,510.00	3380	\$133,510.00	\$		\$ 2	,670.20	\$	2,670.20
		Total Alternate Bid "A"			\$ 285,610.00								

		Change Order#3:			•					
322	CY	Mechanical Sediment Dredging & Handling: Snug & Bay Bridge	\$ 45,00	\$	14,490.00	322 \$	-	\$ 14,490.00	\$ -	\$ 14,490.00
322	CY	Excavation, Hauling and Disposal of RSRS Dredged Mat'l from Route 52 CDF	\$ 39.50	\$	12,719.00	322 \$	-	\$ 12,719.00	\$ -	\$ 12,719.00
40	CY	Mechanical Sediment Dredging & Handling: Sunny	\$ 49.75	\$	1,990.00	40 \$	-	\$ 1,990.00	\$	\$ 1,990.00
50	CY	Mechanical Sediment Dredging & Handling: 3rd Street Bayfront	\$ 48.00	\$	2,400.00	50 \$	-	\$ 2,400.00	\$ -	\$ 2,400.00
90	CY	Excavation, Hauling and Disposal of NRSRS Dredged Mat'l from Route 52 CDF	\$ 75.00	\$	6,750.00	90 \$		\$ 6,750.00	\$ -	\$ 6,750.00
242.5	CY	Mechanical Sediment Dredging & Handling: Private Owners on Walnut & Barbedos	\$ -	\$	-	0 \$	-	\$	\$	\$ -
242.5	CY	Excavation, Hauling and Disposal of NRSRS Dredged Mat'l from Route 52 CDF	\$ 35.50	\$	8,608.75	242.5 \$	-	\$ 8,608.75	\$ -	\$ 8,608.75
		Total Change Order #3:		\$	46,957.75					
		Revised Contract Amount		\$1	,371,337.75					

TOTAL DUE THIS BILLING PERIOD

\$ 84,778.44

CONTRACTOR INVOICE PAYMENT CERTIFICATE PO No.: 18-02590 Project: 2018 BACK BAY MECHANICAL DREDGING

Certificate No. 7

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

\$84,778.44 PAYMENT REQUESTED

		File No. :	18-31						LONGPO	PRT, NJ 08403				
ITEM NO.	ITEM DESCRIPTION	ORIGINAL CONTRACT QTY	CONT ADJ. QT		UNIT PRICE	ORIGINAL CONTRACT AMOUNT	ADJ. CONTRACT AMOUNT		QTY COMPL CERT#7	AMOUNT PAYABLE CERT#7	TOTAL QTY COMPL	% COMPL	OVERAGE (paid at closeout)	TOTAL AMOUNT PAYABLE
1	MOBILIZATION/DEMOBILIZAT	1	1	LUMP	\$18,000.00	\$18,000.00	\$18,000.00		0,5	\$9,000.00	1	100,00%	\$0,00	\$18,000.00
2	SOIL EROSION AND	1 1	1	LUMP	\$14,000.00	\$14,000.00	\$14,000.00	-	0.2	\$2,800.00	1	100.00%	\$0.00	\$14,000.00
3	SEDIMENT CONTROL ROUTE 52 CDF WATER	1	1	SUMP	\$8,000.00	\$8,000,00	\$8,000.00	İ	İ	\$0,00] 1	100.00%	\$0,00	\$8,000,00
4	MANAGEMENT CONTROL MECHANICAL SEDIMENT	`	'	SUM	\$0,000,00	90,000,00	30,000.00			\$0.00	2720	100.00%	\$0,00	-
	DREDGING AND HANDLING: SNUG HARBOR	2,720	2,720	C.Y,	\$45.00	\$122,400.00	\$122,400.00	1		,	-/	100.007	\$0.00	\$ 122,400,00
5	MECHANICAL SEDIMENT DREDGING AND HANDLING: SUNNY HARBOR STA 0-37	2,500	2,371	C.Y.	\$50.00	\$125,000.00	\$118,550.00			\$0.00	2371	100.00%	\$0.00	\$118,550.00
6	TO 19+00 EXCAVATION, HAULING, AND DISPOSAL OF RESIDENTIAL DIRECT CONTACT									\$0.00	5091	100,00%	\$0.00	\$201,094,50
	REMEDIATION STANDARD (RSRS)DREDGED MATERIAL FROM ROUTE 52 CDF	5,220	5,091	C.Y.	\$39,50	\$205,190.00	\$201,094.50							
7	MECHANICAL SEDIMENT DREDGING AND HANDLING: SOUTH HARBOR	740	740	C.Y.	\$60,00	\$44,400.00	\$44,400.00			\$0.00	740	100.00%	\$0.00	\$44,400,00
8	MECHANICAL SEDIMENT DREDGING AND HANDLING: SOUTH HARBOR STA 19+00 TO 23+98	260	260	C.Y.	\$49.75	\$12,935.00	\$12,935,00			\$0,00	260	100.00%	\$0.00	\$12,935,00
9	EXCAVATION, HAULING, AND DISPOSAL OF NON-									\$0,00	1000	100.00%	\$0.00	\$75,000.00
	RESIDENTIAL DIRECT CONTACT REMEDIATION STANDARD (NRSRS)DREDGED MATERIAL FROM ROUTE 52	1,000	1,000	C.Y.	\$75,00	\$75,000,00	\$75,000.00							
	CDF MECHANICAL SEDIMENT DREDGING & HANDLING: BAY BRIDGE CONDOMINUMS	3,380	3,380	C.Y.	\$45,00	\$152,100.00	\$152,100,00			\$0,00	3380	100,00%	\$0.00	\$152,100.00
	EXCAVATION, HAULING, AND DISPOSAL OF RSRS DREDGED MATERIAL FROM ROUTE 52 CDF	3,380	3,380	C.Y.	\$39.50	\$133,510,00	\$133,510,00			\$0.00	3380	100.00%	\$0.00	\$133,510.00
	MECHANICAL SEDIMENT DREDGING & HANDLING; 3RD STREET BAYFRONT	1,030	1,030	G.Y.	\$46.00	\$49,440.00	\$49,440.00			\$0.00	1030	100.00%	\$0.00	\$49,440.00
	EXCAVATION, HAULING, AND DISPOSAL OF NRSRS DREDGED MATERIAL FROM ROUTE 52 CDF	1,030	1,030	C.Y.	\$75.00	\$77,250,00	\$77,250,00			\$0,00	1030	100.00%	\$0,00	\$77,250,00
	CHANGE ORDER #1 MECHANICAL SEDIMENT DREDGING & HANDLING: 7TH STREET PIER E		100	CY	\$45.00	\$0,00 \$0,00	\$0.00 \$4,500 <u>.</u> 00			\$0.00	100	#VALUE1 100,00%	\$0.00 \$0.00	\$4,500.00
	EXCAVATION, HAULING AND DISPOSAL OF RSRS DREDGE MAT'L FROM ROUTE 52 CDF		100	CY	\$39,50	\$0,00	\$3,950.00			\$0,00	100	100,00%	\$0.00	\$3,950.00
	MECHANICAL SEDIMENT DREDGING & HANDLING: SUNNY OUTFALL, PIERS & HIGH AREAS		150	CY	\$49.75	\$0.00	\$7,462,50			\$0.00	150	100.00%	\$0.00	\$7,462.50
ŀ	EXCAVATION, HAULING AND DISPOSAL OF NRSRS DREDGED MAT'L FROM ROUTE 52 CDF		150	CY	\$75.00	\$0,00	\$11,250.00			\$0.00	150	100.00%	\$0.00	\$11,250.00
ļ	MECHANICAL SEDIMENT DREDGING & HANDLING; 7TH ST PIER E		1565	CY	\$45,00	\$0,00	\$70,425.00			\$0.00	1565	100,00%	\$0.00	\$70,425.00
	EXCAVATION, HAULING AND DISPOSAL OF RSRS DREDGE MAT'L FROM ROUTE 52 CDF CHANGE ORDER #2		1565	CY	\$39.50	\$0.00	\$61,817.50			\$0,00	1565	100.00%	\$0,00	\$61,817.50
	CHANGE ORDER #3		1		\$126,750.00 \$46,957,75	\$0.00 \$0.00	\$126,750.00 \$46,957.75		1	\$0.00 \$46,957.75	1	100.00%	\$0.00 \$0.00	\$126,750,00 \$46,957.75
			L			Summary			Subtotals:	\$58,757.75		l.	\$0.00	\$1,359,792,25
No.	Description	Amount	Change C	rders No.	Description	Apr	D			Previous Payr	nents			
1 (CHANGE OREDER #1 7TH ST	\$159,405.00	15.35%	11	Description .	Amount	Percent	ŀ	No.	Amount \$242,844.00		No.	Α	mount
3 (CHANGE ORDER #3 - ADDITIC	\$126,750.00 \$46,957.75	27.56% 32.08%	12 13					2 3	\$259,652.96 \$248,503,50		12 13		
5	Deductions to Close-out Project	-\$11,545.50	30,97%	14 15					4	\$231,287.35	}	14		
6 7				16					5	\$132,496.00 \$160,239.00		· 15		
8				17		ļ	1		7 8			17 18		
9				19 20		1			9	•		19		
	1				Total	\$321,567.25	30.97%	ŀ	- 10		Total	20]	Total	\$4 77F 040 54
			Contract In	formatic	20			l.		Payment Inform			10(4)	\$1,275,013.81
	0	riginal Contrac			1,038,225,00	*****		Γ	Tatel 4	7	OSALEII			
	Cont Cont	ract Change (tract Change (ended Contrac	Amount)		\$321,567,25 30.97% \$1,359,792.25			Total Amount Complete						
		_						ļ		nount Previously Pa	aid			\$1,359,792.25 \$1,275,013.81
	Calenda Approved C	olice to procee r Day Complet alendar Day E ntract Complet	ion Time: xtension;		1/0/1900 0 1/0/1900		Little of the second	Ţ	payment he	ctor's signature beli rein applied for, the k has been perforn	at:			ncerning
								((2) all sums bay Contrac Contract an	previously paid to don's costs for labo	Contractor r, material	r under this s and other	Contract ha	ve been used to
-	DO JEOT MANAGE							(3) the Conf	tractor is tegally en	titled to thi	s payment.		
۴	ROJECT MANAGER						Date	7	3	Signature		Tale		\$84,778.44

#14

RESOLUTION

AUTHORIZING THE FINAL ACCEPTANCE & FINAL PAYMENT FOR CITY CONTRACT #18-33, OCEAN CITY HUMANE SOCIETY HVAC RENOVATIONS

WHEREAS, specifications were authorized for advertisement by Resolution #18-54-158 on April 26, 2018 for City Contract #18-33, Ocean City Humane Society HVAC Renovations; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, May 2, 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 seven (7) prospective bidders for City Contract #18-33, Ocean City Humane Society HVAC Renovations; and

WHEREAS, bid proposals were opened for City Contract #18-33, Ocean City Humane Society HVAC Renovations on Tuesday, June 14, 2018 and four (4) bid proposals were received; and

WHEREAS, Anthony Caucci, P.E. Concord Engineering; Arthur Chew, P.E., Assistant City Engineer; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager reviewed the bid proposals and specifications and recommended that City Contract #18-33, Ocean City Humane Society HVAC Renovations be awarded to LGB Mechanical, Inc., 555 North Route 73, West Berlin, NJ 08091, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #18-33, Ocean City Humane Society HVAC Renovations on June 28, 2018 by Resolution #18-54-234 to LGB Mechanical, Inc. in the amount of \$199,000.00; and

WHEREAS, Anthony Caucci, P.E. Concord Engineering; George A. Savastano, PE, City Engineer; Vincent Bekier, Director of Community Operations; Steven M. Longo, Manager of Public Buildings & Grounds; Rachel N. Ballezzi, Clerk; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified that all work has been completed in accordance with the job specifications and that the Maintenance Bond, Release of Liens, Application for Final Payment and Certified Payrolls have been submitted and are in proper order for City Contract #18-33, Ocean City Humane Society HVAC Renovations; and

WHEREAS, the final contract cost is \$199,000.00 the original contract cost and a 0.00 (%) percent change in the total for City Contract #18-33, Ocean City Humane Society HVAC Renovations; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Final Acceptance & Final Payment of City Contract #18-33, Ocean City Humane Society HVAC Renovations in the amount of \$21,880.00 (PO #18-01855 Balance); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process a final payment in the amount of \$21,880.00 for City Contract #18-33, Ocean City Humane Society HVAC Renovations (PO #18-01855 Balance) issued to LGB Mechanical, Inc., 555 North Route 73, West Berlin, NJ 08091 to be charged to the following Capital Account #C-04-55-301-305.

Capital Account #C-04-55-	301-305.					<u>.</u>
CERTIFICATION OF F	UNDS					
	San San San San San San San San San San	•				
Frank Donato III, CMFO	The state of the s	Mean	_			Peter V. Madden
Director of Financial Mana	gement					Council President
Offered by	•••••	• • • • • • • • •		Second	ed by	
The above resolution	on was du	ly adop	ted by the	e City Cou	ncil of the C	ity of Ocean City, New Jersey, at a meeting of
said Council duly held on t	ne				lay of	2019
	NAME Barr Bergman DeVlieger	AYE			ABSTAINED	
	Hartzell Madden					Melissa G.Rasner, City Clerk



July 19, 2019

Roger Rinck City of Ocean City 115 12th Street Ocean City, NJ 08226 -sent via email only to Rachel Ballezzi

RE: HUMANE SOCIETY HVAC IMPROVEMENTS

RECOMMENDATION FOR PROJECT CLOSE OUT

OCEAN CITY CONTRACT NO. 18-33 CONCORD PROJECT No: 8C17346

Dear Mr. Rinck:

This is to notify you that Concord Engineering recommends the above-referenced project be closed. We have reviewed the final LGB Mechanical punch list and signed their final retainage application for payment.

If you have any questions, or require additional information, please call me at (609) 272-9620, ext. 118.

Best regards,

CONCORD ENGINEERING GROUP

Benedict T. Rocco Senior Engineer

cc: Rachel N. Ballezzi, via email-

Project File

		CONTRA PAYMEN PO No.: Project: File No.:	T CERT	IFICAT			/ATIONS	: LGB MEC 555 N. Ro West Berli	n, NJ 08091		٠		
ITEM NO.	ITEM DESCRIPTION	ORIGINAL CONTRACT QTY	CONT ADJ, QT		UNIT PRICE	CRIGINAL CONTRACT AMOUNT	ADJ. CONTRACT AMOUNT	COMPL CERT#5	AMOUNT PAYABLE CERT#5	TOTAL QTY COMPL	COMPL	OVERAGE (paid et closeout)	TOTAL AMOUNT PAYABLE
1	ALL WORK SPECIFIED FOR HUMANE SOCIETY HVAC IMPROVEMENTS	1	1	LUMP SUM	\$199,000,00	\$199,000.00	\$199,000.00	0.01106	\$2,200,00	1	100,00%		\$199,000.00
				•		Summary		Subtotals:	\$2,200.00		<u> </u>	\$0,00	\$199,000,00
			Change	Orders	····				Previous Pay	mends			
No.	Description	Amount	Percent	No.	Description	Amount	Percent	No.	Amount		No,	•	Amount
1 2 3 4 5 6 7 8 9 10				11 12 13 14 15 16 17 18 19 20			·	1 2 3 4 5 6 7 8 9	\$7,110.00 \$30,150.00 \$74,970.00 \$54,890.00		11 12 13 14 15 16 17 18 19		
L					Total	\$0.00	0.00%			Total		Total	\$177,120.00
			Contract	informat	lon				Payment Infon	nation			
	Cont Cont	riginal Contrac ract Change (ract Change (ended Contrac	Amount) Percent)		\$199,000,00 \$0.00 0.00% \$199,000,00			Less Ov Less Re Less Pe Sub Tot	tained naities (none at th				\$199,000,00 \$0.00 \$19,900,00 \$0,00 \$179,100,00
	Calenda Approved C	Date Notice to proceed issued: 1/0/1900 Calendar Day Completion Time: 0 The contractor's signature below is his assurance to the City, concerning payment herein applied for, that: Contract Completion Date: 1/0/1900 (2) all sums previously paid to Contractor under this Contract Documents, (2) all sums previously paid to Contractor under this Contract have been used to pay Contract and Contract and (3) the Contract is legally entitled to this payment.								ocuments,			
٦	PROJECT MANAGER						Date	Contractor's	Signature		Date	P/	\$1,980.00 YMENT REQUESTED

CONTRACTOR INVOICE
PAYMENT CERTIFICATE
PO No.: 18-01855 Contractor:
Project: OCEAN CITY HUMANE SOCIETY HVAC RENOVATIONS

Certificate No. 6

LGB MECHANICAL, INC 555 N. Route 73 West Berlin, NJ 08091

île	No.	18-33	

	r	File No. :	18-33			COLONIAL							
TEM	ITEM	CONTRACT	CONTR	MCT	UNIT	ORIGINAL CONTRACT	ADJ. CONTRACT	COMPL	AMOUNT PAYABLE	TOTAL	% COMPL	OVERAGE	TOTAL
NO.	DESCRIPTION	QTY	ADJ. QTY		PRICE	AMOUNT	AMOUNT	CERT #6	CERT#6	COMPL	COMPL	(peid at descouti	AMOUNT PAYABLE
	ALL WORK SPECIFIED FOR HUMANE SOCIETY HVAC IMPROVEMENTS	1	1	LUMP SUM	\$199,000.00	1	\$199,000.00	JAINT WO	\$0.00	1	100.00%		\$199,000,000
		L	<u> </u>	L!		Summary	<u> </u>	Subtotals:	\$0.00		L	\$0.00	\$199,000.0
			Change	Orders					Previous Pay	ments			
No.	Description	Amount	Percent	No.	Description	Amount	Percent	No.	Amount		No.		Amount
1			}	11		1		1	\$7,110,00		11		, -, 1, 0, 0, 1, 1
2		l		12			i I	2	\$30,150.00		12		
3				13			ł 1	3	\$74,970.00		13		
4				14			!!	4	\$64,890.00		14		
5		j		15				5	\$1,980.00		15		
6]	16				6			16		
7		i '	1	17			1 1	7			17		
8				18			1 1	8			18		
10				19		1	1 1	9		/	19		
10]			L	20		L	<u> </u>	10			20		
					Total	\$0.00	0.00%			Total		Total	\$179,100.00
<u></u> .			Contract	nformat	ion				Payment Infor	mation			
	Con Con	riginal Contra tract Change tract Change ended Contra	(Amount) (Percent)		\$199,000.00 \$0.00 0.00% \$199,000.00			Less Ov Less Re Less Pe Sub Tot	stained maities (none at ti	-			\$199,000,00 \$0.00 \$0.00 \$199,000.00 \$179,100.00
	Calenda Approved (elice to proce r Day Comple raiendar Day raiendar Day	tion Time: Extension:		1/0/1900 0 1/0/1900			The contract payment he	ctor's signature be rein applied for, i k has been perfor	elow is his :		•	gnimeano
•								pay Contract an	s previously paid to ctor's costs for lated ad tractor is legally e	or, materia	als and othe	er obligation:	ave been used s under the
-	PROJECT MANAGER		***************************************				Date						\$19,900,0
								Contractor:	s Signature		Date		AYMENT REQUES

#15

RESOLUTION

AUTHORIZING THE USAGE OF CONTRACTS WITH EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY #65-MCESCCPS COOPERATIVE PRICING SYSTEM PURSUANT TO N.J.S.A. 40A:11-10 & 11 & N.J.A.C. 5:34-7.12 FOR THE CALENDAR YEAR 2019

WHEREAS, the City of Ocean City is a member of the Educational Services Commission of New Jersey #65-MCESCCPA Cooperative Pricing System pursuant to N.J.S.A. 40A:10&11& N.J.A.C. 5:34-7.3, 7.4 &7.12 and Resolution #12-48-261 adopted on April 12, 2012 by the City of Ocean City's City Council; and

WHEREAS, the City of Ocean City has the need, on a timely basis, to purchase goods or services by utilizing Educational Services Commission of New Jersey #65-MCESCCPA Cooperative Pricing System Contracts & Vendors; and

WHEREAS, the City of Ocean City may enter into contractual agreements with the attached Referenced Educational Services Commission of New Jersey #65-MCESCCPA Contract Vendors through this resolution and properly executed contracts/purchase orders, which shall be subject to all the conditions applicable to the current New Jersey Local Public State Contracts Law; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Ocean City, New Jersey authorizes the City Purchasing Manager to purchase certain goods or services from those approved Educational Services Commission of New Jersey #65-MCESCCPA Contract Vendors on the attached list, pursuant to all conditions of the Educational Services Commission of New Jersey #65-MCESCCPA individual Contracts; and

BE IT FURTHER RESOLVED, that the named Educational Services Commission of New Jersey #65-MCESCCPA Contract vendors and their corresponding numbers may change during the timeframe indicated below and that the City Purchasing Manger is hereby authorized to make the necessary adjustments to the attached list as may be required for the City to continue its routine procurement practices throughout the indicated timeframe; and

BE IT FURTHER RESOLVED, that the City Council of the City of Ocean City, pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds and that no contract amount shall be chargeable or certified until such times as the goods or services are ordered or otherwise called for prior to placing the order and a certification of availability of funds shall be made by the City's Chief Financial Officer; and

BE IT FURTHER RESOLVED that the duration of the contracts between the City of Ocean City and the referenced Educational Services Commission of New Jersey #65-MCESCCPA Contract Vendors shall be for the time period beginning on January 1, 2019 and continuing through December 31, 2019 or until the expiration of the referenced vendors' Educational Services Commission of New Jersey #65-MCESCCPA Contract, whichever shall occur first.

Peter V. Madden Council President

Offered by	***********			Second	led by	
The above resolu	ution was du	ıly adop	ted by th	e City Cou	incil of the Cit	y of Ocean City, New Jersey, at a meeting of
said Council duly held o	n the				day of	2019
	NAME Barr Bergman DeVlieger Hartzell				ABSTAINED	
	Madden McClellan Wilson	***************************************		***************************************		Melissa G. Rasner, City Clerk

Absorbed Glass Mat (AGM) Batteries	ESCNJ 18/19-17	7/28/18 - 7/27/20	Northeast Battery& Alternator, LLC.
ACT Hosted Phone Services	MRESC 15/16-36	11/13/15 – 11/12/18: Extended to 11/12/19	DNS/Lightpath & Xtel
ACT Telecommunications (Regional/Lg. Distance Service)	ESCNJ 16/17-42	7/1/17 – 6/30/20	Xtel
Apple Educational Products	ESCNJ 18/19-67	5/13/19 - 5/12/21	Apple, Inc.
Athletic Equipment and Supplies	ESCNJ 17/18-31	5/9/18 – 5/8/20	Various
Athletic Equipment & Supplies	ESCNJ/AEPA-18.5C -	5/3/19 - 5/2/21	School Health Corporation
Athletic Equipment Reconditioning and Repair	ESCNJ 18/19-24	9/4/18 - 9/3/20	Riddell
Automotive and Diesel Lubricants and Fuel Treatment Products	ESCNJ 18/19-19	9/4/18 – 9/3/20	David Weber Company, Inc.
Bio-Decontamination Services	ESCNJ 18/19-32	10/19/18 10/18/20	Pathogend of New Jersey
Bleacher (Interior) Systems- Purchase & Installation	ESCNJ 17/18-51	4/27/18 – 4/26/19; Extended to 4/26/20	Nickerson Corporation
Bleacher (Exterior) Systems- Purchase & Installation	MRESC 15/16-60	3/18/16 – 3/17/18; Extended to 3/17/19; Extended to 3/17/20	Nickerson Corporation
Boiler, Maintenance and Repair	MRESC 15/16-52	1/18/16 - 1/17/18; Extended to 1/17/19; Extended to 1/17/20	Various
Building Access & Security Systems	MRESC 15/16-70	4/29/16 to 4/28/18; Extended to 4/28/19; Extended to 4/28/20	Open Systems Integrators, Inc.
Career & Technical Education	ESCNJ/AEPA 18.5-B	5/1/18 - 4/30/20	Midwest Technology Products
Carpet	MRESC 14/15-79	7/1/15 – 6/30/17; Extended to 6/30/18; Extended to 6/30/19; Extended to 8/31/19	Various
Cars, Crossovers, SUV's and Trucks - New!	ESCNJ 17/18-44	12/15/17 - 12/14/18; Extended to 12/14/19 to include 2019 models	Beyer Ford and Beyer of Morristown and Mall Chevrolet
Ceiling Tiles	ESCNJ 18/19-33	12/16/18 - 12/15/20	General Chemical & Supply, Inc., & SupplyWorks
Classroom Supplies	ESCNJ 18/19-78	7/1/19 - 6/30/21	School Specialty, Inc.
Classroom Supplies - Cosmetology	ESCNJ 17/18-15	7/27/17 – 7/26/18; Extended to 7/26/19; Extended to 7/26/20	Burmax Co., Inc.
Ardex Concrete Repair Systems	ESCNJ 18/19-59	3/22/19 - 3/21/21	RFS Commercial, Inc.
Concrete Raising	ESCNJ 17/18-42	11/17/17 – 11/16/19	Quality First Contracting, Inc.
Copy Machines/Printers & Related Services	ESCNJ/AEPA 17-B	2/1/17 – 2/28/18; Extended to 2/28/19; Extended to 2/29/20	Konica Minolta Business Solutions & Kyocera Document Solutions

Copy Paper – White & Color	ESCNJ 18/19-48	2/1/19 – 7/31/19; Extended to 1/31/20	W. B. Mason
Custodial Supplies	ESCNJ 17/18-47	1/22/18 - 1/21/20	Various
Custodial Supplies-Plastic Liners	ESCNJ 16/17-36	12/1/17 – 6/30/17, Extended to 12/31/17; Extended to 6/30/18; Extended to 12/31/18; Extended to 6/30/19; Extended to 12/31/19	SupplyWorks
Demand Response	ESCNJ 18/19-49	5/31/19 – 5/30/21	Enerwise Global Technologies, Inc., d/b/a CPower
Diesel Gasoline	ESCNJ 16/17-22	10/21/16 - 10/20/18; Extended to 10/20/19	National Fuel, Inc. & Petroleum Traders Corp.
Digital Learning and Professional Development	ESCNJ 18/19-44	5/3/19 – 5/2/22	Various
Digital Readiness for Learning & Assessment Project — Internet Access and Telecommunications Services Cooperative Purchasing Initiative Rd3	RFP ESCNJ 17/18-45	7/1/18 - 6/30/23	Comcast, DNS, Lightpath, PenTel Data, Verizon & Xtel
NJDRLAP Broadband Internet Access RFP	RFP #ESCNJ 18/19-46	7/1/19 – 6/30/22	Cablevision Lightpath NJ LLC (Altice), Comcast and Data Network Solutions
Disaster Recovery RFP	ESCNJ 17/18-34	11/16/17 – 11/15/20	allRisk, Inc. & Insurance Restoration Specialists
Distribution of Textbook Services	ESCNJ 17/18-32	8/31/17 – 8/30/18; Extended to 8/30/19	Debjo Sales dba Book-It Distribution
Document Management Services	MRESC 15/16-20	7/31/15 – 7/30/18; Extended to 7/30/19; Extended to 7/30/20	Atlantic Business Products
Document Management for Records Retention and Disposal RFP	ESCNJ 16/17-48	7/1/17 6/30/20	AccuScan and Foveonics Imaging Technologies, Inc.
Electric Vehicle Charging Stations	ESCNJ 18/19-40	3/22/19 -3/21/21	Timothy P. Bryan Electric Co., Inc
Electricity —Supply of — Atlantic City Territory	MRESC 15/16-71	7/1/16 – 6/30/18; Extend to 6/30/20	South Jersey Energy Company
Electricity —Supply of PSE&G, JCP&L &RECO Territories	MRESC 15/16-49	12/1/15 – 11/30/17; Extended to 11/30/19	Direct Energy & Constellation Energy
Electrician Repair & Maintenance Services – Job Order Contracting – Regions 1,2 & 3	ESCNJ 16/17-55	6/6/17 – 6/5/18; Extended to 6/5/19; Extended to 6/5/20	Gordian
Electrician Repair & Maintenance Services – Job Order Contracting – Regions 4 & 5	ESCNJ 17/18-57	6/6/18 — 6/5/20	Gordian
Electrical Services – Time and Material	ESCNJ 18/19-77	7/1/19 — 6/30/21	MTB Electric, LLC, Northeast Electrical Services, LLC, Troller Electric, LLC

Electrician Services – Monmouth County only	ESCNJ 18/19-34	10/19/18 - 10/18/20	Redmann Electric & Communications Co., Inc.
Electronic Cylinder Access Control Systems	ESCNJ 18/19-43	1/18/19 — 1/17/21	E.A. Waetian, Inc. & Hogan Security Group, Inc.
Emergency Notification Systems - New!	ESCNJ 18/19-16	7/27/18 — 7/26/20	Eastern Datacomm, Inc. Open Systems Integrators, Inc.
Energy Conservation & Education Services	ESCNJ 18/19-06	6/1/18 - 5/31/23	Cenergistic, LLC.
Energy Savings Device for Commercial Refrigeration	ESCNJ 17/18-27	8/31/17 - 8/30/18; Extended to 8/30/19; Extended to 8/30/20	eTemp
Fire Alarm Systems – Integrated Software Based Intelligent Life Safety Systems	ESCNJ 17/18-59	6/26/18 - 6/25/20	Alarm & Communications Technologies, Inc. Open Systems Integrators, Inc.
Annual Fire Extinguisher Inspection and Related Services	ESCNJ 17/18-33	10/16/17 – 10/15/18; Extended to 10/15/19; 10/16/19 – 10/15/20	Allied Fire & Safety Equipment Co. & Fire & Security Tech.
Flexible Spending Account Management	ESCNJ 16/17-37	1/1/17 – 12/31/19	National Benefit Services, LLC
Flooring	MRESC 14/15-64	6/5/15 – 6/4/17; Extended to 6/4/18; Extended to 6/4/19; Extended to 8/31/19	Various
Furniture – Select Manufacturers Association - Educational	ESCNJ/AEPA 18-D	3/1/18 — 2/28/20	National Business Furniture School Specialty, Inc. Sico America, Inc.
Furniture	ESCNJ 17/18-16	7/2/17 – 7/1/18; Extended to 7/1/19; Extended to 7/1/20	Various
Gaggle Software Services	MRESC 14/15-81	6/26/15 – 6/25/18; Extended to 6/25/19; Extended to 6/25/21	Gaggle
Generator Equipment and Maintenance	ESCNJ 18/19-09	6/30/18 — 6/29/20	Foley, Inc. Power Place, Inc.
Grounds Equipment	ESCNJ 18/19-25	2/22/19 - 2/21/21	Various
Gym Floors - Repair/ Refinishing/T & M	ESCNJ 18/19-62	5/14/19 - 5/13/21	Classic Floor Finishing, Inc.
H.V.A.C. Repair & Maintenance Services — Regions 1, 2, 3 & 4	ESCNJ 18/19-65	7/1/19 – 6/30/21	Gordian- Lighton & McCloskey
H.V.A.C. Repair & Maintenance Services—Job Order Contracting—Region 5	ESCNJ 18/19-05	7/1/18 — 6/30/20	Gordian
H.V.A.CAirdale	ESCNJ 18/19-07	8/28/18 - 8/27/20	Midcoast Mechanical, Inc.
H.V.A.C. Time & Material	MRESC 15/16-58	3/18/16 – 3/17/18; Extended to 3/17/19; Extended to 3/17/20	Various
Hybrid Phone Systems	ESCNJ 18/19-54	3/22/19 -3/21/21	RFP Solutions, Inc

Current ESCNJ Bid	ESCNJ Bid #	Bid Term		Awarded to
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Integrated Cloud Based Building Access/Video, Critical Emergency Communications and Mobile Application Solutions	ESCNJ 17/18-19	6/26/17 – 6/25/18; Extended to 6/25/19; Extended to 6/25/20	Open Systems Integrators, Inc.
Internet and Technology Consulting Services RFP	ESCNJ 18/19-18	9/21/18 — 9/20/21	Dellicker Strategies, LLC
Landscaping Services	ESCNJ 16/17-23	7/29/16 – 7/28/17 Extended to 7/28/18; Extend to 7/28/19	JCW, Inc. dba Natural Green Lawn Care
Lawn Care Products and Services	ESCNJ 17/18-43	1/22/18 - 1/21/19; Extended to 1/21/20	Natural Green Lawn Care Central Turf & Irrigation Supply
Lead Testing Consultant Services RFQ	ESCNJ 16/17-34	10/14/16 – 10/13/17; Extended to 10/13/18; Extended to 10/13/19	HAKS Tectonics & TTI Environment
Interior and Exterior LED Scoreboards, Marquees, Equipment & Installation	ESCNJ 18/19-41	5/3/19 – 5/2/21	Daktronics Inc. Nickerson Corporation
Lockers – Purchase/ Installation & Repair	ESCNJ 18/19-64	5/9/19 - 5/8/21	Nickerson Corporation
Locking Hardware & Keying Systems	ESCNJ 17/18-24	10/24/17 – 10/23/18; Extended to 10/23/19; Extended to 10/23/20	Oak Security Group, LLC
Maintenance Equipment	ESCNJ 18/19-35	1/23/19 - 1/22/21	Various
Maintenance, Repair & Operation	ESCNJ 17/18-24	10/24/17 – 10/23/18; Extended to 10/23/19; Extended to 10/23/20	Various
Medical Supplies	ESCNJ 17/18-40	1/16/18 – 1/15/19; Extended to 1/15/20	School Health Corp., School Nurse Supply & V. E. Ralph
Musical Instruments	ESCNJ 17/18-52	6/5/18 - 6/4/20	K & S Music Music &Arts Zita Corp., dba Elefante Music
Musical Instrument Repair	ESCNJ 16/17-43.	2/24/17 – 2/23/18; Extended to 2/23/19; Extended to 2/23/20	K & S Music, Inc. & Music and Arts
Natural Gas - Supply	ESCNJ 16/17-27	12/1/16 – 11/30/18 Extended to 11/30/20 E-Town only	Woodruff Energy
Natural Gas - Supply	ESCNJ 16/17-32	12/1/16 – 11/30/18 New Jersey Natural and South Jersey Gas Territories; Extended to 12/31/19	Direct Energy & Woodruff Energy
Natural Gas - Supply	MRESC 15/16-17	1/1/16 -12/31/17 PSE&G Extended to 12/31/19	Direct Energy
	ECONT 10/10 11	7/29/18 - 7/28/20	Delta-T
Nursing Services	ESCNJ 18/19-11	7,25,10 7,20,20	201111
Nursing Services Occupational Therapy & Physical Therapy Services	ESCNJ 18/19-83	7/1/19 – 6/30/21	Cumberland Therapy Services, LLC

Paint and Supplies	ESCNJ 16/17-56	2/24/17 – 2/23/18; Extended to 2/23/19; Extended to 2/23/20	Ricciardi Brothers, Inc. & Sherwin-Williams
Paving – Job Order Contracting – Regions 1, 2 & 3	ESCNJ 18/19-66	6/3/19 6/2/21	Gordian/Murray Paving and Garden State Sealing
Paving – Job Order Contracting – Regions 4 and 5	ESCNJ 18/19-26	9/4/18 – 9/3/20	Gordian/Murray Paving and Concrete, LLC
Pest Control Services with IPM Management	ESCNJ 18/19-21	9/16/18 – 9/15/19; Extended to 9/15/20	Alliance Pest Services
Playground Equipment, Site Furnishings, Outdoor Circuit Training & and Related Services	ESCNJ 17/18-20	7/1/17 – 6/30/18; Extended to 6/30/19; extended to 6/30/20	Ben Shaffer Recreation, Inc. Core Element Gym, LLC Marturano Recreation Co., Inc.
Playground Surfacing	ESCNJ 17/18-18	7/1/17 – 6/30/18; Extended to 6/30/19: Extended to 6/30/20	Downes Tree Service, Rubberecycle & Whirl Inc.
Plumbing - Repair & Maintenance Services – Job Order Contracting – Regions 1, 2 & 3	ESCNJ 17/18-52	6/5/18 - 6/4/20	Gordian
Plumbing - Repair & Maintenance Services - Job Order Contracting - Regions 4 & 5	ESCNJ 18/19-27	9/4/18 — 9/3/20	Gordian/Magic Touch Construction, Co.
Plumbing - Time & Material– Select Counties	ESCNJ 16/17-19	7/1/16 - 6/30/18; Extended to 6/30/19; Extended to 6/30/20	Magic Touch Construction Co., Inc.
Pool Supplies & Services	ESCNJ 17/18-49	3/27/18 — 3/26/20	Leslie's Poolmart, Inc. *Main Line Commercial Pools, Inc.
Printing Services	ESCNJ 18/19-10	9/1/18 – 8/31/19; Extended to 8/31/20 (Allegra only)	Atlantic Envelope Co., Inc. Allegra/Princeton
Printing Services – Business cards, NCR forms & envelopes	ESCNJ 19/20-01	9/1/19 — 8/31/20	Apex Services, Atlantic Envelope, Deans Graphics, & Ridgewood Express
Radios	ESCNJ 18/19-03	7/1/18 – 6/30/20	Philip M. Casciano
Recording Systems - Purchase & Installation	ESCNJ 17/18-29	9/15/17 - 9/14/18; Extended to 9/14/19; Extended to 9/14/20	Gramco Word Processing, Inc.
Recording & Sound Systems Purchase & Installation	ESCNJ 17/18-48	2/23/18 - 2/22/20	Gramco Word Processing, Inc.
Recycling Containers	ESCNJ 17/18-50	8/1/18 - 7/31/20	T.M. Fitzgerald & Associates
Repair & Maintenance – Job Order Contracting – General Contracting	ESCNJ 16/17-54	6/26/17 – 6/25/18; Extended to 6/25/19; Extended to 7/25/20	ezIQC Gordian
Restorative Bonding Systems & Services	ESCNJ 18/19-60	2/22/19 2/21/21	Architectural Tile Restoration LLC and Tile Restoration, Inc.
Roofing & Building Envelope Services Association Educational	ESCNJ/AEPA-17-F	1/20/17 – 2/28/18; Extended to 2/28/19; Extended to 2/28/20	WTI(Tremco)

Safety & Security Window Film & Door Shielding Protection Products	ESCNJ 18/19-28	3/21/19 – 3/20/21	Window Film Depot, Inc.
School Bus – A, B, C & D	ESCNJ 18/19-31	12/2/18 – 12/1/19	Various
School Bus – Select Models	ESCNJ 18/19-37	12/2/18 - 12/1/19	Wolfington Body Co., Inc. and Alliance Bus Group, Inc.
School Bus Surveillance Cameras	ESCNJ 17/18-14	8/12/17 – 8/11/18; Extended to 8/11/19; Extended to 8/11/20	Seon Systems Sales, Inc.
Scoreboards, Interior and Exterior LED Marquees, Equipment & Installation	ESCNJ 18/19-41	5/3/19 - 5/2/21	Daktronics Inc. Nickerson Corporation
Security Risk Assessment & Emergency Management Consulting Services RFP	ESCNJ 16/17-21	10/20/17 – 10/19/20	Elert & Associates Networking Division, Inc.
Shredding & Disposal of Records	ESCNJ 18/19-23	5/9/19 - 5/8/21	Imwoth, LLC dba IDS Auto Shred
Snow Vehicle Attachments & Accessories	ESCNJ 18/19-22	12/18/18 – 12/17/20	Cherry Valley Tractor Sales Clifford Body Corp. Power Place, Inc.
Speech Services	ESCNJ 18/19-29	3/18/19 – 3/17/21	Advance Education Advisement Corporation
Staffing Services – Non- certified	MRESC 15/16-12	6/5/15 — 6/4/18 Extended to 6/4/20	Delta-T Group
Stage Curtains – Purchase, Installation and Repair	ESCNJ 18/19-51	3/22/19 to 3/21/21	Ackerson Drapery & Decorator Services, Inc.
Technology Supplies & Services	ESCNJ 18/19-03	7/1/18 – 6/30/20	CDWG .
Toilet Partitions	ESCNJ 18/19-15	8/28/18 - 8/27/20	Nickerson Corporation
Toner and Ink Cartridges – OEM only	ESCNJ 18/19-01	7/1/18 – 6/30/19; Extended to 6/30/20	The Treehouse Co., Inc. W. B. Mason Co., Inc.
Tracks and Courts –Athletic Surfacing	ESCNJ/AEPA 16-H	6/2/17 - 6/1/18; Extended to 6/1/19; Extended to 6/1/20	Field Turf and Hellas
Trip Hazard Removal Services	ESCNJ 17/18-22	10/24/17 – 10/23/18; Extended to 10/23/19; Extended to 10/23/20	Always Safe Sidewalks
Trucks - Class 4 and 5	ESCNJ 18/19-42	3/23/19 - 3/22/21	Various
Trucks 26,000 lbs. Gross Vehicle Weight (GVW) or Greater	ESCNJ 17/18-30	3/23/18 — 3/22/20	Various
Trucks -Pick-up, Van and Sport Utility Vehicles	ESCNJ 17/18-21	9/15/17 - 9/14/18 Extended to 9/14/19 to include 2019 models	Beyer Ford Beyer of Morristown
Truck Maintenance & Repair	ESCNJ 16/17-59	7/1/17 – 6/30/18; Extended to 6/30/19; Extended to 6/30/20	Kens Body Works
Synthetic Turf Maintenance, Repair & Replacement Bid	ESCNJ 18/19-55	3/22/19 — 3/21/21	FieldTurf Hellas Construction Shaw Sports Turf and Spinturf

Current ESCNJ Bid

ESCNJ Bid#

Bid Term

Awarded to

Uniforms and Workwear	ESCNJ 18/19-12	9/4/18 - 9/3/20	Specialty Graphics
Utility Bill Audit & Cost Recovery	ESCNJ 17/18-38	10/24/17 - 10/23/19	Troy & Banks, Inc.
Vehicle Service Lifts & Accessories	ESCNJ 18/19-36	11/16/18 – 11/15/20	Stertil-Koni and Mohawk
Wireless Duress Monitoring Systems	ESCNJ 18/19-52	3/22/19 -3/21/21	Various

MEMBERS OF THE NJ STATE APPROVED ESCNJ COOPERATIVE PRICING SYSTEM # 65MCESCCPS

	Atlantic	
Absecon BOE	Township of Buena Vista	Margate City BOE
City of Absecon	Charter Tech High School	City of Margate
Atlantic City BOE	Borough of Collingwood	Mullica Township BOE
Atlantic Cape Community College	Township of Egg Harbor	Northfield BOE
Atlantic City Community Charter	Egg Harbor City BOE	City of Northfield
Atlantic City Housing Authority .	Egg Harbor Township S D	Pleasantville BOE
City of Atlantic City	Estell Manor BOE	Pollution Control Financing Authority
Atlantic County	Folsom BOE	City of Somers Point
Atlantic County Improvement Authority	Galloway Twp. BOE	Somers Point BOE
Atlantic City MUA	Galaway, Township of	Stockton University
Atlantic County Utilities Authority	Greater Egg Harbor Regional HS District	City of Ventnor City
Atlantic Co. Special Services SD	Hamilton Twp. BOE	Ventnor School District
Atlantic County Vocational SD	Township of Hamilton	Weymouth Township BOE
Brigantine BOE	Borough of Buena	Magnolia BOE
City of Brigantine	Hammonton BOE	Mainland BOE
Borough of Buena MUA	Linwood BOE	
Buena Regional BOE	Borough of Longport	
	Bergen	
Allendale BOE	Borough of Haworth	Ridgefield Park BOE
Borough of Allendale	Hackensack BOE	
Alpine BOE	Hillsdale BOE	Borough of Ridgefield
Borough of Alpine	Hillsdale Borough	Ridgewood P S
County of Bergen	Ho-Ho-Kus BOE	Ringwood Christian School
Bergen Arts & Science Charter School	Borough of Ho-Ho-Kus	River Dell Reg. S D
Bergen Community College	The Johnson Public Library	River Edge BOE
Bergen County Technical Schools	Lee Memorial Library	Borough of River Edge
Bergen County Visities Authority	Leonia Public Library	Township of River Vale
Bergenfield BOE		Rochelle Park BOE
Borough of Bergenfield	Borough of Leonia	Township of Rochelle Park
Bergenfield Public Library	Leonia BOE	Borough of Rockleigh
Bogota BOE	Little Ferry BOE	Borough of Saddle River
Borough of Bogota	Borough of Little Ferry	South Bergen Jointure Commission
Carlstadt BOE	Lodi BOE	South Hackensack BOE
	Borough of Lodi	Teaneck Community Charter
Carlstadt-East Rutherford Reg. BOE Library of Carlstadt	Mahwah BOE	Borough of Tenafly
	Maywood BOE	Rutherford BOE
Borough of Cliffside Park	Borough of Midland Park	Borough of Rutherford
Housing Auth. of Borough of Cliffside Park	The Midland Park Memorial Library	Rutherford Public Library
Cliffside Park BOE	Borough of Midland Park	Saddle Brook BOE
Borough of Closter	Midland Park BOE	Borough of Saddle River
Closter BOE	Montvale BOE	Saddle River BOE
Cresskill BOE	Moonachie BOE	Tenafly BOE
Borough of Cresskill	Moonachie Borough	Teaneck BOE
CTC Academy	Moriah School	Township of Teaneck
Borough of Demerest	New Milford BOE	Borough of Teterboro
Demarest BOE	Borough of New Milford	Rivervale BOE

	Bergen cont'd.	
Don Bosco Prep School	Lyndhurst BOE	Ridgefield BOE
Dumont BOE	Ma'ayanot Yeshiva High School for Girls	Upper Saddle River BOE
Dumont Borough	Township of Mahwah Library	Upper Saddle River Public Library
Borough of East Rutherford	Township of Mahwah	Upper Saddle River Borough
Edgewater BOE	Northvale BOE	The Village School
Borough of Edgewater	Norwood BOE	Village of Ridgewood
Borough of Elmwood Park	Norwood Borough	Waldwick BOE
Elmwood Park BOE	Oakland BOE	Borough of Waldwick
Borough of Emerson	Northern Valley Reg. S D	Borough of Wallington
Emerson BOE	Old Tappan Borough	Wallington BOE
City of Englewood	Old Tappan BOE	Village of Ridgefield Park
Englewood Cliffs BOE	Oradell BOE	
		Westfield Free Public Library
East Rutherford BOE Fair Lawn BOE	Borough of Oradell Palisades Park BOE	Westwood Regional BOE Borough of Westwood
Borough of Fair Lawn	Borough of Palisades Park	
Fairview Public Schools	Paramus BOE	Township of Washington Washington Public Library
Borough of Fairview	Borough of Paramus	Washington Public Library Wallington BOE
Fort Lee BOE	Park Ridge BOE	Woodcliff Lake BOE
Fort Lee Public Library	Borough of Park Ridge	Borough of Woodcliff Lake
Borough of Fort Lee	Borough of Oakland	Borough of Waldwick
Franklin Lakes BOE	North Arlington BOE	Borough of Wallington
Borough of Franklin Lakes	Borough of North Arlington	Borough of Wood-Ridge
Franklin Lakes Public Library	Housing Authority of North Bergen	Twp. of Wyckoff
Garfield BOE	Northern Highlands Reg. BOE	Wyckoff BOE
Borough of Glen Rock	Pascack Valley Regional HS Dist.	Wood-Ridge BOE
Glen Rock BOE	Ramapo Indian Hills Reg. HS	
Hackensack BOE	Ramapo College	
City of Hackensack	Borough of Ramsey	
Harrington Park BOE Hasbrouck Heights BOE	Ridgewood Public Library Ramsey BOE	
Hasbiback Heights BOL	Burlington	
Page Phys. Taylor dia DOS		
Bass River Township BOE	Hainesport BOE	Borough of Palmyra
Benjamin Banneker Prep. Charter School	Hainesport Township	Pemberton Township BOE
Beverly City BOE	Holycross Academy	Pope John Paul II Regional School
City of Bordentown	Lenape Regional School District	Rancocas Valley Regl HS BOE
Bordentown RSD BOE	Lumberton Township BOE	Riverbank Charter School of Excellence
Township of Bordentown	Mansfield Township BOE	Riverside Township BOE
Burlington County	Township of Maple Shade	Riverton BOE
Burlington Co. Institute of Tech.	New Jersey School Insurance Group	Township of Riverton
Burlington Co. Special Services SD	North Hanover BOE	Rowan College at Burlington Count
Burlington Township BOE	Maple Shade BOE	Shamong Township BOE
City of Burlington BOE	Medford Lakes BOE	Southampton Township BOE
City of Burlington Housing Authority	Medford Twp. Public Schools	
Township of Burlington		Springfield Township BOE
Chesterfield Twp. BOE	Township of Medford	St, Mary of the Lakes School
	Borough of Medford Lakes	1

	Burlington Cont'd.	
Cinnaminson Township BOE	Township of Moorestown	St. Paul School St. Katharine Drexel Parish
Delanco Township	Moorestown Township BOE	Township of Tabernacle
Delanco BOE	Mount Hally Twp.	Tabernacle Township BOE
Delran Township BOE	Mount Holly Twp. BOE	Washington Township BOE
Eastampton Township	Township of Mt. Laurel	Township of Willingboro
Edgewater Park BOE	Mount Laurel BOE	Willingboro BOE
Evesham Municipal Utilities Authority	Mount Laurel Fire District 1	Willingboro MUA
Evesham Township BOE	Mount Laurel Municipal Utilities Authority	Woodland BOE
Evesham Township Fire District No.1	North Hanover Township BOE	Township of Woodland
Evesham Township	Northern Burlington Co. Reg. S. D.	Westampton Township BOE
BOE Florence Township BOE	Our Lady of Perpetual Help	
	Camden	
Borough of Audubon	Eastern Camden Cty Reg. School District	Borough of Clementon
Barrington BOE	Eco Charter School	Oaklyn BOE
Borough of Barrington	Freedom Academy/Prep Charter School	Pennsauken Township BOE
Berlin Township BOE	Borough of Gibbsboro	Merchantville BOE
Borough of Bellmawr	Gloucester Township BOE	Township of Pennsauken
Bellmawr BOE	City of Gloucester City	Pine Hill BOE
Borough of Berlin	Gloucester City Junior-Senior H S	Pine Hill Board of Fire Commissioner
Township of Berlin	Twp. – Gloucester Municipal Utilities Auth.	#1 The Politz School
Black Horse Pike School District	Township of Gloucester	Runnemade BOE
Brooklawn BOE	Haddon Township BOE	Borough of Merchantville
Camden City BOE	Haddon Heights BOE	Borough of Runnemede
City of Camden	Borough of Haddon Heights	Borough of Somerdale
Housing Authority of the City of Camden	Haddonfield Public Library	Borough of Stratford
Camden Community Charter School	Borough of Haddonfield	Somerdale BOE
Camden County	Institute for Excellence Charter School	Sterling High School District
Camden County Municipal Utilities Authority	International Academy of Camden	Stratford BOE
Camden County College	Kipp Cooper Norcross Academy	Voorhees BOE
Camden County ESC	Borough of Laurel Springs	Township of Waterford
Camden County Tech. Schools	Borough of Lawnside	
Camden's Promise Center	Leap Academy Univ. Charter School	Waterford Township BOE Winslow Township BOE
Clementon BOE	Lindenwold BOE	
Cherry Hill BOE	Borough of Lindenwold	Woodlyne BOE
Cherry Hill Township	Haddonfield BOE	
Collingswood Public Schools	Mt. Ephraim BOE	
estingswood a ubite serious		
Atlantic Capa Company (Cally and	Cape May	T - 11 111
Atlantic Cape Community College	Lower Cape May BOE	Township of Upper
Avalon BOE	Lower Township Elementary School District	West Cape May BOE
Borough of Avalon	Middle Township BOE	Wildwood BOE
Cape May Technical School District	Township of Middle	City of Wildwood
Cape May SSSD	North Wildwood BOE	Wildwood Crest BOE
City of Cape May	City of North Wildwood	Borough of Wildwood Crest

Cape May County	City of Ocean City	Woodbine BOE
Cape May County Library	Ocean City BOE	Borough of Woodbine
Cape May County Municipal Utilities Authority	Stone Harbor BOE	Wildwood Crest BOE
Township of Dennis	Borough of Stone Harbor	
Dennis Township BOE	Upper Township BOE	

	Cumberland	
Bridgeton BOE	Cumberland County NUA	City of Millville
The Housing Authority of the City of Bridgeton	Cumberland Cty Tech Ed. Center	Millville Public Charter School
Bridgeton Public Charter School	Cumberland Regional School District	Stow Creek Township BOE
City of Bridgeton	Deerfield BOE	Upper Deerfield Township BOE
Commercial Township BOE	Downe Township BOE	Vineland BOE
Township of Commercial	Fairfield Township BOE	Vineland Public Charter School
Compass Academy Charter School	Greenwich Township BOE	City of Vineland
County of Cumberland	Hopewell Township BOE	
Cumberland Christian Academy	Landis Sewerage Authority	
Cumberland County College	Maurice River BOE	
Cumberland County Improvement Authority	Millville BOE	

	Essex	
Belleville BOE	Fairfield Township	Nutley BOE
Township of Belleville	Irvington Housing Authority	Nutley Township .
Belleville Public Library	Link Community Charter School	City of Orange Township
Bloomfield BOE	Livingston BOE	Orange Township BOE
Borough of Essex Fells	Miliburn BOE	Paulo Freire Charter School
Bloomfield Township of	Township of Millburn	Philip's Academy Charter
Borough of Caldwell	Irvington BOE	Robert Treat Academy Charter School
Caldwell-West Caldwell BOE	Livingston, Township of	Roseland BOE
Township of Cedar Grove	Township of Maplewood	Roseville Community Charter
East Orange BOE	Maria L. Varisco-Rogers Charter School	Roseland Public Library
City of East Orange	Montclair BOE	Seton Hall Prep
Essex County	Township of Montclair	People's Preparatory Charter School
Essex County Vo-Tech School	Montclair State University	South-Orange Maplewood BOE
Borough of Essex Fells	New Horizons Community Charter School	The Township of South Orange Village
Essex Fells School District	Newark Educators Community Charter	Team Academy Charter
Essex Regl Educational Svcs Com.	Newark Housing Authority	University Heights Charter School
Fairfield Public Schools	Newark Legacy Charter	Township of Verona
Glen Ridge BOE	Newark Public Library	Verona BOE
Borough of Glen Ridge	Newark Public Schools	West Essex Regional BOE
Gray Charter School District	NJEDge.net	Township of West Caldwell
Greater Newark Charter School	North Caldwell BOE	West Caldwell Library
Great Oaks Charter	Borough of North Caldwell	West Orange Township
Cedar Grove BOE	North Star Academy	West Orange BOE

	Gloucester		
Clayton Public Schools	Gloucester County Utilities Authority	Rowan College at Gloucester County	
Clayton Borough	Township of Greenwich	South Harrison Twp School District	
Clearview Regional HSD	Township of Harrison	Swedesboro-Woolwich BOE	
Delsea Reg. H S District	Harrison Township BOE	Washington Township BOE	
Deptford Township BOE	Greenwich Township BOE	Borough of Pitman	
Township of Deptford	Kingsway Regional School District	Township of Washington	
East Greenwich Township School District	Logan Township BOE	Wenonah BOE	
Township of Franklin BOE	Township of Monroe	West Deptford BOE	
Gateway Regional High School	Pitman BOE	Township of West Deptford	
Glassboro BOE	Mantua Township BOE	Westville BOE	
Borough of Glassboro	Township of Mantua	Woodbury City BOE	
Gloucester County Special Services/Vocational-Technical Schools	Monroe Township	Woodbury Heights BOE	
Township of East Greenwich	National Park School District	Borough of Woodbury Heights	
Elk Township BOE	Paulsboro BOE		
Gloucester County	Township of Harrison		
	Hudson		
City of Bayonne BOE	City of Hoboken	Learning Community Charter	
City of Bayonne	Hudson Arts & Science Charter	M.E.T.S. Charter School	
Bayonne Housing Authority	Hudson County	North Bergen BOE	
Beloved Community Charter	Hudson County Community College	North Hudson Regional Fire and Rescue	
East Newark Public School	Hudson County Improvement Authority	Pitman BOE	
Borough of East Newark	Hudson County Schools of Technology	Secaucus BOE	
Empowerment Academy Charter	Hoboken Dual Language Charter School	Township of North Bergen	
Ethical Community Charter School	Hoboken Housing Authority	Town of Secaucus	
Elysian Charter School	City of Jersey City	Township of North Bergen	
Glassboro BOE	Jersey City Community Charter	Union City BOE	
County of Gloucester	Jersey City Housing Authority	University Academy Charter HS	
Golden Door Charter School	Jersey City MUA	Weehawken BOE	
Guttenberg BOE	Jersey City Public Schools	Township of Weehawkin	
Town of Guttenberg	Jersey City Redevelopment Agency	West New York BOE	
Harrison Township of BOE	Town of Kearny	Town of West New York	
Town of Harrison	Kearny BOE	West New York Parking Authority	
	Hunterdon		
Hoboken BOE	Town of Clinton-Glen Gardner BOE	Frenchtown BOE	
Alexandria BOE	Franklin Township BOE	Lebanon Township BOE	
Alexandria Township	Hampton Borough BOE	Milford Borough of	
Township of Bethlehem	High Bridge BOE	National Park School District	
Bethlehem Township BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dis	
Bloomsbury BOE	Township of Holland	Township of Raritan	
Califon BOE	Holland Township BOE	Township of Readington	
Clinton Township BOE	Hunterdon Central Regional HS	Readington Township BOE	
Township of Clinton	County of Hunterdon	Readington-Lebanon Sewerage Auth.	

	Hunterdon, cont'd	
Delaware Township School District	Hunterdon County ESC	South Hunterdon Reg'l. HS BOE
Delaware Valley Regl. HS BOE	Hunterdon County Vocational School/Polytech	Tewksbury BOE
Township of Delaware	Kingwood Township BOE	Township of Tewsbury
East Amwell BOE	Township of Kingwood	Union Twp BOE
Township of East Amwell	Lambertville MUA	Township of Union
Flemington-Raritan SD	Borough of Lebanon BOE	West Amwell Township SD
Township of Franklin	Township of Lebanon	Milford BOE
	Mercer	
Achievers Early College Prep Charter School	Hopewell Township	Princeton Regional Schools
Area-Voc. Tech School of Mercer County	Incarnation St. James Catholic School	Township of Robbinsville
Cambridge School	International Academy of Trenton Charter	Robbinsville BOE (Washington)
Children's Day School	Township of Lawrence	St. Ann School
College of New Jersey	Lawrence Twp. Public School	St. Gregory the Great Academy
East Windsor Township,	Mercer County Community College	STEM Civics Charter School
East Windsor Municipal Utilities Auth	Mercer County Improvement Authority	Thomas Edison State College
East Windsor Regional School District	Mercer County Parks Commission	City of Trenton
Ewing BOE	Mercer County Special Services	Trenton Catholic Academy
Township of Ewing	County of Mercer	Trenton Public Schools
Foundation Academy	Notre Dame High School	Village Charter School
Hamilton Twp. BOE	Borough of Pennington	West Windsor-Plainsboro Reg. Dist.
Township of Hamilton	Pennington Public Library	Township of West Windsor
Hopewell Valley Reg. S D.	Princeton New Jersey	The Free Library of Princeton
Township of Hopewell Fire District 1	Princeton Charter School	

	Middlesex	
Academy of Urban Leadership	Middlesex County	City of Perth Amboy
Assumption Catholic School	Middlesex County College	Piscataway BOE
Carteret BOE	Middlesex County Improvement Authority	Piscataway, City of
Carteret Borough	Middlesex Co. Mosquito Extermin. Comm.	Township of Plainsboro
Cranbury BOE	Milltown BOE	Puerto Rican Action Board
Township of Cranbury	Milltown Borough	Sayreville BOE
Dunellen BOE	MCVT BOE	Sayreville, City of
Borough of Dunellen	Monroe BOE	South Amboy BOE
East Brunswick BOE	Monroe Township	South Amboy, City of
East Brunswick-Fire District I	ESCNJ .	South Amboy Housing Authority
East Brunswick, Township of	NJ Institute for Disabilities/Lakeview School	South Brunswick BOE
Edison BOE	New Life Christian School	Township of South Brunswick
Edison Township	New Brunswick BOE	Borough of South Plainfield
Greater Brunswick Charter	New Brunswick, City of	South Plainfield BOE
Hatikvah Int'l Academy Charter School	New Brunswick Housing & Redev, Auth.	South Plainfield Public Library
Borough of Helmetta	New Brunswick Parking Authority	South River BOE
Highland Park BOE	North Brunswick BOE	Spotswood BOE
Highland Park, Borough	North Brunswick Public Library	Borough of Spotswood
Jamesburg BOE	North Brunswick Township	St. Ambrose School

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

#16

RESOLUTION

AUTHORIZING THE EXECUTION OF A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF OCEAN CITY AND U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, FAA, FOR THE OCEAN CITY MUNICIPAL AIRPORT FOR IMPROVEMENT OF EROSION CONTROL

WHEREAS, the City of Ocean City is desirous to apply for a grant from the U.S. Department of Transportation, Federal Aviation Administration, FAA for the erosion control improvements at the Ocean City Municipal Airport; and

WHEREAS, the City of Ocean City has applied for and received U.S. Department of Transportation, Federal Aviation Administration, FAA grants for various improvements to the Ocean City Municipal Airport; and

WHEREAS, application has been made for a grant for an assessment of erosion control improvements at the Ocean City Municipal Airport; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ocean City that the Mayor and/or his designee is hereby authorized to execute the grant application and agreement with the U.S. Department of Transportation, Federal Aviation Administration, FAA for erosion control improvements at the Ocean City Municipal Airport; and

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Ocean City, County of Cape May that the Mayor and/or his designee be and hereby is authorized upon notification of a grant award from the U.S. Department of Transportation, Federal Aviation Administration, FAA to execute said Agreement on the behalf of the City of Ocean City and accept the Terms and Conditions as specified in the Agreement in connection with this grant award.

Peter V. Madden	
Council President	

Files:RESFAA Grant-Erosion Control.doc

Offered by				. Second	ed by	
The above resolut	ion was dul	ly adopte	ed by the	City Cou	ncil of the City o	of Ocean City, New Jersey, at a meeting of
said Council duly held on	the			d	ay of	2019
	NAME Barr				ABSTAINED	
	Bergman DeVlieger Hartzell			**************************************		
	Madden McClellan		PARPARIUM		WITHAM AND AND AND AND AND AND AND AND AND AND	Melissa G. Rasner, City Clerk
	Wilson		***************************************		***************************************	



Airports Division
Eastern Region
Delaware, Pennsylvania, New Jersey

FAA, Harrisburg Airports District Office 3905 Hartzdale Drive, Suite 508 Camp Hill, PA 17011 717-730-2830 717-730-2838 (Fax)

JUL 2 4 2019

Mr. Todd Dwyer City of Ocean City Ocean City Municipal Airport 26th Street & Bay Avenue Ocean City, NJ 08226

Dear Mr. Dwyer:

We are enclosing three original copies of the Grant Offer for Airport Improvement Program (AIP) Grant Number 3-34-0029-021-2019 at Ocean City Municipal Airport in Ocean City, New Jersey. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than <u>August 30, 2019</u>, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the Grant Offer.
- d. After you properly execute the grant agreement:
 - Return two executed original Grant Agreements to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

1. Non-construction project: Due annually at end of the Federal Fiscal Year.

2. Construction project: Submit FAA Form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in <u>Federal awards</u> to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Harrisburg Airports District Office.

Mr. James Kunza, (717) 730-2802, is the assigned Program Manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Lori K. Pagnanelli

Manager

cc:

James Kunza w/o enclosure



GRANT AGREEMENT

PART I - OFFER			
Date of Offer	JUL 2 4 2019		
Airport/Planning Area	Ocean City Municipal Airport		
AIP Grant Number	3-34-0029-021-2019		
DUNS Number	030312524		
TO: City of Ocean City	•		
(herein called the "Sponsor")			

FROM: The United States of America(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated <u>June 19, 2019</u>, for a grant of Federal funds for a project at or associated with the <u>Ocean City Municipal Airport</u>, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the <u>Ocean City Municipal Airport</u> (herein called the "Project") consisting of the following:

Improve Airport Erosion Control (Install Artificial Turf, Construct), Phase II

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$618,764.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$618,764 airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. <u>Period of Performance</u>. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor</u>. Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs</u>. The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 7. <u>Amendments or Withdrawais before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2019, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elivoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. <u>Audits for Public Sponsors</u>. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.
- 19. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated June 19, 2017, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

- A. Prohibition of Reprisals -
 - In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - ili. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
 - 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).
- 24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in

order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

SPECIAL CONDITIONS

25. <u>Construction Safety Phasing Plan</u>. Physical work on the construction of the <u>Improve Airport Erosion Control (Install Artificial Turf, Construct)</u>, <u>Phase II</u> project cannot begin until such time as a final FAA airspace determination has been made on the Construction Safety Phasing Plan.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application Incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION APMINISTRATION

(Signature)

Lori K. Pagnanelli

(Typed Name)

Manager, Harrisburg Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under populty of portunithet the foresting is true and sourcet 1

xecuted this	day of	<u>.</u>	
			City of Ocean City
			(Name of Sponsor)
			(Signature of Sponsor's Authorized Official)
		By:	
		***************************************	(Name of Sponsor's Authorized Official)
		Title:	
			(Title of Spansar's Authorized Official

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

(Signature of Sponsor's Attorney)

	CERTIFICAT	E OF SPONSOR'S ATTORNEY	
, <u> </u>	acting as	Attorney for the Sponsor do her	eby certify:
by said Sponsor all thereof is in all re- addition, for grant to legal impedime	w jersey. Further, I have ex nd Sponsor's official repres spects due and proper and ts involving projects to be c ents that will prevent full pe	ed to enter into the foregoing Grammined the foregoing Grant Agrammined the foregoing Grant Agrammined the has been duly authorized in accordance with the laws of the arried out on property not owner formance by the Sponsor. Furth binding obligation of the Sponsor.	eement and the actions taken ed and that the execution he said State and the Act. In ed by the Sponsor, there are her, it is my opinion that the
Dated at	(location) this	day of	

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

#17

RESOLUTION

AUTHORIZING THE EXECUTION OF A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF OCEAN CITY AND U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, FAA FOR THE OCEAN CITY MUNICIPAL AIRPORT FOR LIGHT OBSTRUCTIONS – NON HAZARD

WHEREAS, the City of Ocean City is desirous to apply for a grant from the U.S. Department of Transportation, Federal Aviation Administration, FAA for light obstructions – non hazard at the Ocean City Municipal Airport; and

WHEREAS, the City of Ocean City has applied for and received U.S. Department of Transportation, Federal Aviation Administration, FAA grants for various improvements to the Ocean City Municipal Airport; and

WHEREAS, application has been made for a grant for an assessment of light obstructions – non hazard at the Ocean City Municipal Airport; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ocean City that the Mayor and/or his designee is hereby authorized to execute the grant application and agreement with the U.S. Department of Transportation, Federal Aviation Administration, FAA for light obstructions – non hazard at the Ocean City Municipal Airport; and

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Ocean City, County of Cape May that the Mayor and/or his designee be and hereby is authorized upon notification of a grant award from the U.S. Department of Transportation, Federal Aviation Administration, FAA to execute said Agreement on the behalf of the City of Ocean City and accept the Terms and Conditions as specified in the Agreement in connection with this grant award.

Peter V. Madden	
Council President	
Council Flesident	

Files:RESFAA Grant-Light Obstruction.doc

Offered by				. Second	ed by	
The above resolut	tion was du	ly adopt	ed by the	City Cou	ncil of the Cit	y of Ocean City, New Jersey, at a meeting of
said Council duly held on	the				lay of	
	Barr Bergman	AYE	NAY	ABSENT	ABSTAINED	
	DeVlieger Hartzell Madden McClellan Wilson					Melissa G. Rasner, City Clerk



Airports Division Eastern Region Delaware, Pennsylvania, New Jersey

FAA, Harrisburg Airports District Office 3905 Hartzdale Drive, Suite 508 Camp Hill, PA 17011 717-730-2830 717-730-2838 (Fax)

AUG 0 1 2019

Mr. Todd Dwyer City of Ocean City Ocean City Municipal Airport 26th Street & Bay Avenue Ocean City, NJ 08226

Dear Mr. Dwyer:

We are enclosing three original copies of the Grant Offer for Airport Improvement Program (AIP) Grant Number 3-34-0029-020-2019 at Ocean City Municipal Airport in Ocean City, New Jersey. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than <u>August 30, 2019</u>, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the Grant Offer.
- d. After you properly execute the grant agreement:
 - Return two executed original Grant Agreements to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 - 1. Non-construction project: Due annually at end of the Federal Fiscal Year.
 - 2. Construction project: Submit FAA Form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in <u>Federal awards</u> to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Harrisburg Airports District Office.

Mr. James Kunza, (717) 730-2802, is the assigned Program Manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely.

Jori K. Pagnánelli

Manager

cc: James Kunza w/o enclosure



GRANT AGREEMENT

		PART I - OFFER		
Date o	of Offer	AUG 0 1 2019		-
Airpor	t/Planning Area	Ocean City Municipal Airport	···	
AIP Grant Number		3-34-0029-020-2019		
DUNS Number		030312524		
TO:	City of Ocean City			
	(herein called the "Sponsor")			

FROM: The United States of America(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated <u>July 10, 2019</u>, for a grant of Federal funds for a project at or associated with the <u>Ocean City Municipal Airport</u>, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the <u>Ocean City Municipal Airport</u> (herein called the "Project") consisting of the following:

Light Obstructions (Construct), Phase II

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$316,391.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$316,391 airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. <u>Period of Performance</u>. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor</u>. Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs</u>. The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- Amendments or Withdrawais before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2019, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of AIP Projects</u>. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. <u>Audits for Public Sponsors</u>. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.
- 19. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

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- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers
 including policies to ban text messaging while driving when performing any work for, or on behalf
 of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

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Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated <u>June 9, 2017</u>, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

- A. Prohibition of Reprisals -
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
 - 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).
- 24. <u>2018 FAA Reauthorization</u>. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C.

chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

- 25. <u>Plans and Specifications Approval Based Upon Certification</u>. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
 - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

SPECIAL CONDITIONS

26. Construction Safety Phasing Plan. Physical work on the construction of the Light Obstructions (Construct), Phase II project cannot begin until such time as a final FAA airspace determination has been made on the Construction Safety Phasing Plan.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Lori K. Pagnanelli

(Typed Name)

Manager, Harrisburg Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.1

xecuted this	day of	<u></u>	
			City of Ocean City
			(Name of Sponsor)
			(Signature of Sponsor's Authorized Official)
		By:	
			(Name of Sponsor's Authorized Official)
		Title:	·
			(Title of Sponsor's Authorized Official

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

l,	, acting as	Attorney for the Spor	sor do hereby certify:
by said Sponsor in the state of No. the State of Sponsor all readition, for grain legal impeding	ew <u>Jersey</u> . Further, I have example and Sponsor's official represes espects due and proper and into line into the control of	kamined the foregoing sentative has been du in accordance with the carried out on propert erformance by the Sp	regoing Grant Agreement under the laws g Grant Agreement and the actions taken by authorized and that the execution ne laws of the said State and the Act. In by not owned by the Sponsor, there are onsor. Further, it is my opinion that the f the Sponsor in accordance with the
Dated at	(location) this	day of	
		By:	
			(Signature of Spansor's Attorney)

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

#18

RESOLUTION

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY & CARLIN & WARD, P.C. FOR SPECIAL LEGAL SERVICES

WHEREAS, the City of Ocean City requires professional legal services for the Department of Law to handle condemnation litigation and other matters; and

WHEREAS, it is determined to be in the best interests of the Citi of Ocean City to have Carlin & Ward, P.C. represent the City in condemnation litigation and other matters which the City Solicitor may refer to it; and

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

WHEREAS, a contract for Professional Services may be entered into without competitive bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, Carlin & Ward, P.C. has agreed to serve as special legal counsel for the City of Ocean City's Department of Law; and

WHEREAS, Carlin & Ward, P.C. has completed and submitted a Business Entity Disclosure Certification which certifies that Carlin & Ward, P.C. has not made any reportable contribution to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one year period, and that the contract will prohibit Carlin & Ward, P.C. from making any reportable contributions through the term of the contract; and

WHEREAS, the City of Ocean City is desirous of entering into a Professional Services Contract with Carlin & Ward, P.C. to serve as special legal counsel for the City of Ocean City; and

WHEREAS, Carlin & Ward, P.C. has been advised that this award does not guarantee that the services described will be required during the contract period and are subject to the actual need as established by the City of Ocean City, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for the City prior to the issuance of a purchase order therefor; and

WHEREAS, Dorothy McCrosson, Esq., Director of Law; Frank Donato III, Director of Financial Management; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager will review all terms and conditions of the contract and recommend award of a professional service contract to Ward & Carlin, P.C. for Special Legal Counsel Services for the City of Ocean City, NJ; and

WHEREAS, the contract with Carlin & Ward, P.C. is being awarded through an alternative, non-advertised process pursuant to 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 it does hereby appoint Carlin & Ward, P.C., 25 B Vreeland Road, P.O. Box 751, Florham Park, NJ 07932 as the City's Special Legal Counsel as follows:

- 2. The term of the contract shall be one (1) year beginning on the date of adoption hereof.
- 3. A copy of the Business Entity Certification shall be on file with this resolution in the City Clerk's Office.
- 4. A copy of this resolution 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 Ledger.

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 Carlin & Ward, P.C., 25 B Vreeland Road, P.O. Box 751, Florham Park, NJ 07932 as the City's Special Legal Counsel as listed in accordance with this resolution and contract.

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

The Director of Financial Management certifies that funds are available for 2019 and shall be charged to Operation Account #9-01-20-310-212. The 2020 funds are contingent upon adoption of the 2020 Local Municipal Budget and shall be charged to the appropriate accounts as Purchase Orders are issued. The estimated value of this contract is \$35,000.

CERTIFICATION C	OF FUNDS							
Frank Donato, III, CM Director of Financial N	FO Management		A though a second and a second			Peter V. Mad Council Presi	den ident	
							,	
Offered by				Second	led by	•••••	• • • • • • • • • • • • • • • • • • • •	
The above resol	lution was du	ıly adop	ted by th	e City Cou	meil of the Cit	y of Ocean City,]	New Jersey, at	a meeting of
said Council duly held o	on the		* * * * * * * * * * * * * * * * * * * *		day of	••••••	2019.	
	NAME Barr Bergman DeVlieger Hartzell Madden	AYE	NAY	ABSENT	ABSTAINED			City Clerk

THE CITY OF OCEAN CITY CAPE MAY COUNTY OCEAN CITY, NJ

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the Revised General Ordinances of the City of Ocean City Section 2-2 et seq. requires that prior to awarding any contract or agreement to procure professional services, including banking and insurance with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or proposer has not made a contribution in violation of Section 2-2 of the Revised General Ordinances of the City of Ocean City.

I have received and reviewed a full copy of Section 2-2 of the Revised General Ordinances of the City of Ocean City.

I herby swear and affirm, under penalty of perjury, that I, my family nor my firm has made a contribution in violation of Section 2-2 of the Revised General Ordinances of the City of Ocean City.

Michael 3

Elected City Officials and Candidates pertaining to this ordinance:

CITY ELECTED OFFICIALS FOR THE CALENDAR YEAR 2019:

Mayor - term expires 6/30/2022:

Jay A. Gillian

67 Spruce Road

Mayor

Council-At-Large - term expires 6/30/2022:

Karen Bergman

39 Bayview Place

Council At Large

Keith P. Hartzell

720 Asbury Avenue, Apt 3

Council At Large

Peter V. Madden

4 W. Aberdeen Road

Council At Large

Ward Councilperson - term expires 6/30/2020:

Michael DeVlieger

603 3rd Street

Councilperson, 1st Ward

Antwan L. McClellan

448 West Avenue

Councilperson, 2nd Ward Councilperson, 3rd Ward

Anthony P. Wilson Robert S. Barr

23 W. 15th Street 118 Roosevelt Blvd.

Councilperson, 4th Ward

Unelected Candidates from 2018 Election:

John Flood

Unelected Candidates from 2016 Election:

H. Lloyd Haves Brenda C. Moiso

Bartholomew J. Russell

THE CITY OF OCEAN CITY COUNTY OF CAPE MAY, OCEAN CITY, NEW JERSEY BUSINESS ENTITY DISCLOSURE CERTIFICATION FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

<u>Part</u>	<u>I – Vendor Af</u>	<u>firmati</u>	<u>on</u>								
The	undersigned,	being	authorized and								
			+ War		as no	t mad	le and will not ma	ke any	reportable	contribu	tions
pursu	ant to N.J.S.A.	19:44A	-1 et seq. that, pu	rsuant to P.L. 200)4, c	. 19 v	vould bar the aw	ard of	this contra	act in the	one
year	period precedin	g to an	y of the following i	named candidate	com	mittee	e, joint candidate	s comr	nittee: or	political	party
comn	nittee represent	ing the	elected officials of	the State of New .	lerse	y, Co	unty of Cape May	and T	he City of	Ocean C	tv as
define	ed pursuant to [<u> v.J.S.A.</u>	19:44A-3(p), (q) a	nd (r).				•	•		-,

Elected City Officials and Candidates pertaining to this ordinance:

CITY ELECTED OFFICIALS FOR THE CALENDAR YEAR 2019:

Mayor - term expires 6/30/2022:

Jay A. Gillian

67 Spruce Road

Mayor

Council-At-Large - term expires 6/30/2022:

Karen Bergman

39 Bayview Place

Council At Large

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720 Asbury Avenue, Apt 3

Council At Large

Peter V. Madden

4 W. Aberdeen Road

Council At Large

Ward Councilperson - term expires 6/30/2020:

Michael DeVlieger

603 3rd Street

Councilperson, 1st Ward

Antwan L. McClellan

448 West Avenue 23 W. 15th Street Councilperson, 2nd Ward Councilperson, 3rd Ward

Anthony P. Wilson Robert S. Barr

118 Roosevelt Blvd.

Councilperson, 4th Ward

Unelected Candidates from 2018 Election:

John Flood

Unelected Candidates from 2016 Election:

H. Lloyd Hayes Brenda C. Moiso Bartholomew J. Russell

Part II – Ownership Disclosure Certification							
·I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.							
Check the box that represents the type of business entity:							
□Partnership	Corporation	 □Sole Proprietorship 	☐Subchapter S Corporation				
□Limited Partnership	□Limited Liability Co	orporation	□Limited Liability Partnership				
Name of Stock of	u Charabaldar						
William	Vara	54 Christopher	me Address Sleet, Montchin NJ 07042				
		F					
Part 3 – Signature ar The undersigned is fully the business entity, will	aware that if I have	misrepresented in whole or part to alty permitted under law.	his affirmation and certification, I and/or				
Name of Business Entity	: Carli	1 o Ward P.C.					
Signed: Will Ch_Title: Patina							
Print Name: Wichael S. Ash Date: 7/30/19							

	Establish New Vendor	Establish A	Additional Remitta	nce Address	✓ Change R	emittance Address
			STATE OF NEW JE	RSEY		TT-1
			AIRE FOR NON-PR			
THE S	STATE OF NEW JERSEY REQUIRES THE FO RMATION IS USED TO POPULATE AND IN NOTE: PROCUREMENT V	AINTAIN THE STAT	TE'S VENDOR/PAYEE F	ILE AND MUST BE C	OMPLETED BEFOR	IE PAYMENTS ARE MADE.
	ORTANT: YOU WILL NOT BE PAID BY TO RNED. FOR ADDITIONAL INFORMATIO					Return completed form to: OMB VENDOR CONTROL PO BOX 221
PAR			NUMBER AND CE	RTIFICATION		TRENTON, NJ 08625 or FAX: (609) 984-5210
	Name (as shown on your tax re Carlin & Ward, P.C.	turn):				
ł	Doing business as (if different	han name):				
	Address: 25B Vreeland Road, P.O.	Box 751				
	City: Florham Park	State: NJ	Zip: 07			
4. 1	f the above contains preprinted d l'axpayer identification Number (TIN)	Foter your TIN be	ect, cross it out ar	or of number list	ect information	immediately next to it.
		- Total time of	SOCIAL SECURITY I		: U,	i
2	23783474		=			
		\		FICATION NUMBER		
5. E	xemptions (codes apply only to certa exempt payee code (if any)		lividuals; see IRS For from FATCA reportin		s page 3):	
(; () () () () () () () () ()	Certification: Under penalties of perjury, 1) The number shown on this form is my companies of the state of	rrect taxpayer ideni lecause: (a) I am exe g as a result of a fall defined by the IRS. It item (2) above if y pur tax return. For r tion of debt, contrib	empt from backup with ure to report all intere ou have been notified real estate transactions	holding, or (b) I have st or dividends, or (c) by the IRS that you a: ;, item (2) does not a	not been notified to the IRS has notified re currently subject pply. For mortgage	by the Internal Revenue Service of me that I am no longer subject to backup withholding because Interest paid, acquisition or
Sign Here	Signature MM X	Mue	Dat	3/13	3/19	
PART	VENDOR/PAYEE DATA: STATE OF NOTE: PROCUREMENT VENDORS				NNAIRE	-
1.						
ОТ	NON-PROCUREMENT PAYEES: AC=AUTHORITY/COMMISSION CF=0	ONFIDENTIAL FUND I STATE EMPLOYEE		SO=SCHOOL DISTR		AGENCY FD=FIRE DISTRICT DLLEGE/UNIVERSITY
2,	Primary Contact Information (ALL	IEI DE ADE DECHI	iach).	Watthewson		
		one: 973-377	·	_{Em-11} . Willia	m,ward@c	arlinward.com

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STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF REVENUE AND ENTERPRISE SERVICES ANNUAL REPORT CERTIFICATE

CARLIN & WARD, P.C. 0100842799

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for CARLIN & WARD, P.C. was submitted on 01/30/2019 for the year: 2019

Registered Agent and Office

WILLIAM J. WARD, ESQ. 25B VREELAND ROAD STE 203 BOX 751 FLORHAM PARK, NJ 07932

Main Business Address

25B VREELAND ROAD, STE 203 BOX 751 FLORHAM PARK, NJ 07932

Principal Business Address

25B VREELAND ROAD, STE 203 BOX 751 FLORHAM PARK, NJ 07932

Officers and Directors

PRESIDENT
WILLIAM J WARD
54 CHRISTOPHER STREET
MONTCLAIR, NJ 07042

CREAT SOLVE CREAT SOLVE

Certificate Number : 2382371804 Verify this certificate online at https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, this 30th day of January, 2019

Ship of Men

Elizabeth Maher Muoio State Treasurer

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CITY OF SEA ISLE CITY FOR THE PROVISION OF A QUALIFIED PURCHASING AGENT (QPA) AND DESIGNATING JOSEPH CLARK AS THE QPA FOR SEA ISLE CITY

WHEREAS, Sea Isle City's longtime purchasing agent is retiring; and

WHEREAS, Sea Isle City is in need of a qualified purchasing agent for certain situations until a new QPA is designated; and

WHEREAS, Ocean City has the required expertise on staff to provide qualified purchasing agent services; and

WHEREAS, Sea Isle and Ocean City are currently sharing several professional services successfully; and

WHEREAS, Joseph Clark has the necessary experience and qualifications to provide QPA services as may be needed by Sea Isle City; and

WHEREAS, the Sea Isle City Council is scheduled to authorize a corresponding resolution at their regularly scheduled council meeting on August 27; and

NOW, THEREFORE, BE IT RESOLVED, that the administration is authorized to entered into a shared services agreement with Sea Isle City for the provision of QPA services, and Joseph Clark is designated as Sea Isle's QPA.

Peter V. Madden	
Council President	

Offered by	• • • • • • • • • • • • • • • • • • • •	******	********	Second	ed by	
The above resolu	ition was du	ıly adopı	ted by the	: City Cou	ncil of the City	of Ocean City, New Jersey, at a meeting of
said Council duly held or	ı the				lay of	2019.

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

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#20

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE SHARED SERVICES AGREEMENT WITH THE OCEAN CITY HOUSING AUTHORITY FOR CONSTRUCTION OF TEN AFFORDABLE FAMILY RENTAL UNITS IN FIVE DUPLEX BUILDINGS

WHEREAS, Ocean City is party to a July 18, 2018 settlement agreement with Fair Share Housing Center (hereinafter, "the Settlement Agreement") pursuant to which the City has committed to constructing ten affordable 2- and 3-bedroom family rental units (hereinafter, "the Municipally Sponsored Family Units"); and,

WHEREAS, the Settlement Agreement was approved by the City's governing body by Resolution 18-54-272 at its meeting of July 12, 2018; and,

WHEREAS, the City's Spending Plan has allocated \$3,386,350.63 from the City's COAH Trust Account as the source of funding for the creation of the Municipally Sponsored Family Units; and,

WHEREAS, the Ocean City Housing Authority has the ability and expertise required to assist the City in fulfilling the commitment to create the Municipally Sponsored Family Units by procuring design professionals, obtaining land use approvals (if required), procuring a contractor through a public bidding process, overseeing the construction of the duplexes and pre-qualifying tenants to occupy the units; and,

WHEREAS, upon the completion of construction, the Authority is willing to take title to the properties upon which the Municipally Sponsored Family Units will be constructed subject to a deed restriction requiring the Authority to operate the Municipally Sponsored Family Units in accordance with all affordability requirements of the Settlement Agreement and applicable COAH affordability regulations and a reversionary provision which would return ownership of the Municipally Sponsored Family Units to the City in the event of a failure to comply with the deed restriction or COAH regulations; and,

WHEREAS, the City's City Council believes that it is in the best interests of the Ocean City residents and taxpayers to create affordable housing unit in cooperation with the Authority;

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

1. The recitals set forth above are incorporated herein as if set forth at length.

DeVlieger Hartzell Madden McClellan

- 2. The City accepts and approves the Shared Services Agreement attached hereto to be entered into with the Ocean City Housing Authority, a true copy of which is on file at the office of the Clerk of Ocean City and can be reviewed by the public during normal business hours; and
- 3. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.

Peter V. Madden, Council President



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

Memo

DATE:

August 16, 2019

TO:

City Council

FROM:

Dorothy F. McCrosson, Esquire

RE:

Shared Services Agreement Between Ocean City and the Ocean City Housing Authority

The City has an obligation to create ten affordable family rental units pursuant to the settlement reached with Fair Share Housing Center. The City's Spending Plan has funds carved out of its COAH Trust Account to finance this construction.

The Ocean City Housing Authority has indicated that it would be willing to oversee the construction of these ten units, and to take over the ownership, operation and management of the units once the construction is completed. This cooperative effort to create ten affordable family rental units would be performed pursuant to a shared services agreement which requires the approval of City Council and the Housing Authority Commissioners.

The Settlement Agreement between the City and Fair Share Housing Center identifies the locations of the five duplexes in which the ten units will be creates as 224 Simpson Avenue, 240-44 Haven Avenue and the street end at 36th and Bay Avenue. The 36th and Bay Avenue location will likely be replaced by another site if a better suitable location is identified because of utility conflicts in that area.

The attached Shared Services Agreement contemplates the imposition of a deed restriction on the properties to be conveyed to the Housing Authority in order to guarantee that the properties are operated in accordance with the terms of the Settlement Agreement and COAH's affordability regulations so that the City retains credit for these units towards its affordable housing obligation.



CITY OF OCEAN CITY AMERICA'S GREATEST FAMILY RESORT SHARED SERVICES AGREEMENT

This agreement, made as of this _	day of	, 2019 by and between the City of Ocean
City, a municipal corporation of the State	of New Jersey wit	h principal offices located at the City Hall, 861
Asbury Ave., Ocean City, NJ 08226 (he	ereinafter, the City	y) and the Ocean City Housing Authority with
offices located at 204 Fourth Street, Ocea	an City, NJ 08226	(hereinafter, the Authority).

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., empowers municipalities, authorities and local units to enter into agreements to provide or receive any service; and,

WHEREAS, the **City** is party to a July 18, 2018 settlement agreement with Fair Share Housing Center (hereinafter, "the Settlement Agreement") pursuant to which the **City** has committed to constructing ten affordable 2- and 3-bedroom family rental units (hereinafter, "the Municipally Sponsored Family Units"); and,

WHEREAS, the Settlement Agreement was approved by the City's governing body by Resolution 18-54-272 at its meeting of July 12, 2018; and,

WHEREAS, the City's Spending Plan has allocated \$3,386,350.63 from the City's COAH Trust Account as the source of funding for the creation of the Municipally Sponsored Family Units; and,

WHEREAS, the **Authority** has the ability and expertise required to assist the **City** in fulfilling the commitment to create the Municipally Sponsored Family Units by procuring design professionals, obtaining land use approvals (if required), procuring a contractor through a public bidding process, overseeing the construction of the duplexes and pre-qualifying tenants to occupy the units; and,

WHEREAS, upon the completion of construction, the **City** wishes to convey the properties upon which the Municipally Sponsored Family Units will be constructed to the **Authority** subject to a deed restriction requiring the **Authority** to operate them in accordance with all affordability requirements of the Settlement Agreement and applicable COAH affordability regulations and a reversionary provision which would return ownership of the Municipally Sponsored Family Units to the **City** in the event of a failure to comply with the deed restriction or COAH regulations; and,

WHEREAS, the **City** and the **Authority**, by resolutions duly adopted by their respective governing bodies, wish to enter into a shared service agreement pursuant to which the **Authority** will act as lead agency for the procurement of the contractors, related materials and project administration for the Municipally Sponsored Family Units in accordance with N.J.S.A. 40A:11-1 *et seq.*; and,

NOW, THEREFORE, in consideration as set forth herein and with the parties understanding and intending to the covenants contained in this Agreement and set forth below, the parties do hereby agree as follows:

1. **Recitals Incorporated**: The above recitals are incorporated into this Agreement as is more fully set forth at length herein.

2. **Services to be performed**: The **Authority** shall perform all requirements for the design, solicitation of bids, award of contracts, management of construction and demolition (if necessary), invoice review and payment for the construction of the Municipally Sponsored Family Units; and, upon completion of the construction, shall qualify and select tenants for these and shall manage the rental units in accordance with all affordability requirements of the Settlement Agreement and applicable COAH affordability regulations. The **City** shall provide the land upon which construction will occur and construction financing.

3. Consideration:

- A. The **City** shall provide funding from its COAH Trust Account in an amount not to exceed of \$3,386,350.63. Any additional funding shall require an amendment to this Agreement approved by resolution of the **City's** governing body.
- B. The **Authority** shall provide project management in order to create affordable housing as set forth herein to benefit both local units; and shall pre-qualify and select tenants to live in the units and manage the Municipally Sponsored Family Units in accordance with the applicable COAH affordability regulations and the Settlement Agreement. The **Authority** shall maintain and rent the Municipally Sponsored Family Units in accordance with Section 8 of the Settlement Agreement (requiring that 13% of all units referenced therein shall be very low income units, with half of the very low income units being available to families) and shall retain the rents from these units in lieu of any management fee.
- 4. **Duration of the Agreement**: The **City** and the **Authority** shall be bound by this agreement for the duration of the project for the construction of the Municipally Sponsored Family Units until conveyance by the **City** to the **Authority** of the properties upon which the Municipally Sponsored Family Units will be constructed, or earlier as mutually agreed upon by both parties. The **City** and the **Authority** may extend this agreement in writing by an agreement duly authorized by their respective governing bodies.
- 5. **Severability**: Should any of the provisions of this Agreement be held invalid or unenforceable by a Court of competent jurisdiction, said provisions shall be severed from the entire Agreement and the remaining provisions of the Agreement shall remain in full force and effect.
- 6. **Entire Agreement**: This Agreement represents the entire Agreement between the parties and this Agreement may not be altered, modified or changed in any manner except upon a duly executed and authorized writing signed between the parties.
- 7. **Governing Law**: This Agreement shall be governed and construed pursuant to the laws of the State of New Jersey and any litigation brought in relation to this Agreement shall be brought in the Superior Court of New Jersey in Cape May County.
- 8. **Default**: Either party has any and all rights pursuant to law if the other party defaults pursuant to this Agreement. A party shall be considered in default if they have not honored any of the terms or conditions as set forth in this Agreement. Prior to any default being declared, a party must receive at least fourteen (14) days advance notice of said default.
- 9. **Waiver**: The parties understand and agree that any action or inaction concerning any of the terms or conditions of this Agreement by either party shall not be considered a waiver of any rights by said party including the right to allege such action or inaction, if not corrected, is a default pursuant to

terms of this Agreement.

- 10. City & Authority Employees: City & Authority employees are given full permission by this Agreement to visit the project sites at any time. Appropriate representatives of the City will work in conjunction with the Authority staff and project manager to make sure that all the terms of this Agreement are satisfactorily performed.
- 11. **Indemnification by the Authority:** The **Authority** and the **City** each agree to protect, defend, indemnify and save harmless the other, as well as its officers, agents and employees from any and all losses, claims, actions, costs, expenses and judgments arising out of the sole negligence of the indemnifying party or any employees, agents or officers thereof or acting on said party's behalf, related to the performance of the work contemplated by this Agreement.
- 12. **Copies To Be Used As Originals:** Any copies of this Agreement once signed may be deemed to be originals for any purposes.

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

ATTEST:

OCEAN CITY HOUSING AUTHORITY	CITY OF OCEAN CITY
Jacqueline S. Jones, Executive Director	Jay Gillian, Mayor
	Joseph S. Clark, QPA, City Purchasing Manager
	Melissa G. Rasner, City Clerk

8.16.2019

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

#21

RESOLUTION

CERTIFYING THE GOVERNING BODY HAS REVIEWED THE 2018 ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2018 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the section of the annual audit entitled:

General Comments

Recommendations

and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report the Audit, and specifically the sections of the Annual Audit entitled:

General Comments

Recommendations

as evidenced by the group affidavit form of the governing body; and

Madden

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject members of the local governing body to the penalty provisions of R.S. 52:27BB-52 to wit:

R.S. 52-27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be quality of a misdemeanor and, upon Conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ocean City, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

						eter Madden Council President	
Offered by	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		************	Second	led by		
The above reso	olution was du	ıly adop	ted by th	e City Cou	incil of the (City of Ocean City, New	Jersey, at a meeting of
said Council duly held on the					day of	2	019.
	NAME Barr Bergman DeVlieger Hartzell	AYE	NAY	ABSENT	ABSTAINED		City Clerk

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

RESOLUTION



AUTHORIZING THE PAYMENT OF CLAIMS

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

WHEREAS, the attached bill list represent claims against the municipality for period including August 3, 2019 to August 16, 2019.

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

Frank Donato III Chief Financial Officer		•			Peter V. Ma Council Pre		
FILES/AUTHORIZING THE PAYM	ENT OF CI	AIMS – 0	8 03 19 TO (18 16 19 doc			
			0.03.17 10 (,o.10.17.doc			
Offered by				Second	ed by		
The above resolution							at a meeting of
said Council duly held on th	le		• • • • • • • • • • •		iay oi	2019.	
<u> </u>	NAME Barr Bergman	AYE	NAY	ABSENT	ABSTAINED	 	City Clerk
I T	DeVlieger Aartzell Aadden AcClellan		17/11/200				
,	Vilson		-		**************************************		

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 Bid: Y State: Y Other: Y Exempt: Y

	Format	t: Conden	sed		•	Bid	: Y State: Y	Other: Y Exem	npt: Y
	PO #	PO Date	Vendor ·		PO Description	Status	Amount	Void Amount PO	Туре
	18-00189	01/24/18	FERIOZZI	L. FERIOZZI CONCRETE COMPANY	RES#17-54-002 NORTH END DRAIN.	0pen	218,721.53	0.00	
				LGB MECHANICAL INC.	RES 18-54-234	Open	21,880.00	0.00 в	
	18-02573	09/10/18	THEISSB	BRYAN THEISS		Open	100.00	0.00	
	18-02584	09/12/18	ACTENGIN	ACT ENGINEERS INC	RESOLUTION #18-54-307	0pen	129.00	0.00 B	
	18-02590	09/12/18	TRIDENTM	TRIDENT PILING COMPANY, LLC	RESOLUTION 18-54-304	Open	84,778.44	0.00 B	
	18-02692	09/24/18	STONE	A.E. STONE, INC.		0pen	363.38	0.00 B	
	18-03221	11/28/18		ACT ENGINEERS INC	18-55-010	0pen	41,926.61	0.00 в	
				ACT ENGINEERS INC	18-55-059	0pen	1,519.00	0.00	
				L.R. KIMBALL	Reso #18-54-086	Open	27,543.45	0.00 в	
				ACT ENGINEERS INC	18-55-082	Open	2,299.00	0.00 в	
		01/10/19		OCEAN CITY BOARD OF EDUCATION		Open	2,128,277.00	0.00	
		01/10/19			2019 DEBT SERVICE PAYMENTS	Open	1,671,000.00	0.00	
		01/17/19		RETRIEVEX HOLDINGS CORP	ECTS DEDI SERVICE PARACRIS	Open	557,57	0.00 в	
				UGI ENERGY SERVICES, LLC	2019 GAS SUPPLIER CHARGES	Open	604.66	0.00 в	
		01/17/19		VERIZON	2019 PHONE CHARGES		5,326.02		
				VERIZON ONLINE	ZUIS PHONE CHARGES	Open Open		0.00 в	
				ATLANTIC CITY ELECTRIC	2010 CTTWATER ELECTRIC	Open	1,192.09	0,00 B	
		01/17/19			2019 CITYWIDE ELECTRIC	Open	66,745.20	0.00 в	
				NEW JERSEY-AMERICAN WATER CO.		Open	37,617.46	0.00 в	
				THOMAS G.SMITH, ESQ.	RES# 18-55-104 Tax Appeals	0pen	4,137.95	0.00 B	
		01/17/19		KEEN COMPRESSED GAS COMPANY	Annual Compressed Gas Services	•	21.19	0.00 в	
		01/17/19		CAPRIONI PORTABLE TOILETS, INC		Open	264.00	0.00 в	
		01/17/19		SPINNING WHEEL FLORIST INC.		Open .	339.50		
		01/17/19		MAIN LINE COMMERCIAL POOLS, INC		0pen	950.00	0.00 B	
		01/17/19		CRYSTAL SPRINGS	ACCT# 1973186-3378709	Open	235.46	0.00	
		01/17/19			ACCT# 197318618418678	Open-	39.53	0.00	
		01/17/19			COFFEE SUPPLIES FOR 2019	Open	92.00	0.00 B	
		01/23/19			ACCOUNT #19747563378700	Open	326.20	0.00	-
		01/23/19		ATLANTIC COUNTY UTILITY AUTHOR		0pen	1,362.66	0.00 B	
		01/30/19		RUDERMAN & ROTH, LLC	RESOLUTION# 19-55-151	0pen	7,035.00	0.00 в	
1	L9-00366	02/01/19	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT #3378406 & 3368448	0pen	664.00	0.00	
1	L9-00376	02/01/19	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT #1975146-3378740	Open	27.19	0.00	
]	L9~00382	02/01/19	TIX COM	TIX, INC.	Resloution #19-55-148	0pen	1,298.25	0.00 B	
		02/05/19			PROFESSIONAL SERVICES FOR 2019		2,312.00	0.00	
		02/05/19			PROFESSIONAL SERVICES FOR 2019		1,992.00	0.00	
				SCHEULE PLANNING SOLUTIONS LLC	PROFESSIONAL SERVICES 2019	Open	2,880.00	0.00	
				SCHEULE PLANNING SOLUTIONS LLC		Open	5,580.00	0.00	
					PROFESSIONAL SERVICES 2019	Open	4,020.00	0.00	
					PROFESSIONAL SERVICES FOR 2019		392.00	0.00	
					SIC Shared Service 18-54-229	Open	39,000.00	0.00 в	
				CAPRIONI PORTABLE TOILETS, INC		Open	600.00	0.00 B	
				CAPRIONI PORTABLE TOILETS, INC		•	508.00	0.00	
				SUNEY SOLAR OCEAN CITY ONE LLC	2010 MONTHLY DDA CHARCES	Open Open	1,159.36		
1	.3-00427 (0_00450 (04/00/13 N3/13/10	CENTELE			Open Open	•	0.00 в	
				SHORE PHYSICIANS GROUP		Open	1,100.00	0.00 в	
						Open	325.00	0.00 в	
					2019 ONLINE PUBLIC AUCTION FEE	•	404.67	0.00	
				INNOVATIVE RISK SOLUTIONS, INC		Open	2,625.00	0.00 в	
						0pen	82.61	0.00	
				CRYSTAL SPRINGS	ACCT 3378729;14718356,11750002	•	139.77	0.00	
					Respo # 19-55-182	Open	12,853.36	0.00 в	
1	9-00619 (J3/05/19 ¹¹	WISERLIN	WISER LINK ADVERTISING, INC	•	Open	866.25	0.00 в	

PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount	РО Туре
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	0pen	2,351.17	0.00	В
19-00664	03/05/19	KLOHOKER	HARRY & ESTELL KLOHOKER	REFUND	Open	90.00	0.00	<u>t</u>
19-00709	03/07/19	NATIONAL	NATIONAL VISION ADMIN, LLC	2019 Employee Vision Plan	Open	265.29	0.00	В
19-00712	03/08/19	UNIVERS	UNIVERSAL MEDIA, INC.		Open	64,711.08	0.00	B
			START SKYDIVING LLC		0pen	7,750.00	0.00	}
	03/27/19		THE PRESS	2019 ADVERTISING	Open	11.94	0.00	
	04/03/19				0pen	79.50	0.00	В
			SPOT-ON ENTERTAINMENT		0pen	6,000.00	0.00	
			ACT ENGINEERS INC		Open	42,779.81	, 0.00	
			ACT ENGINEERS INC	19-55-234	Open	10,464.62	0.00	
			ACT ENGINEERS INC	19-55-235	0pen	10,464.62 3,590.73	0.00	
					Open	50.00	0.00	
			EAGLE POINT GUN	Reso # 19-55-132	0pen	7,289.44	0.00	
			IMPALA ISLAND INN		0pen	294.00	0.00	
			CAPRIONI PORTABLE TOILETS, INC		Open .	264.00	0.00	
			MICHAEL CALAFATI ARCHITECT, LLC	19-55-253	Open	1,767.00	0.00	
			LAURA FLEISS		0pen	1,500.00	0.00	
				Reso 19-55-240 CC 17-18	0pen	4,725.89	0.00	
	05/13/19		STATE OF NEW JERSEY		Open	1,765.24		
	05/13/19		RICH FIRE PROTECTION		Open	2,086.00		
	05/13/19		GARDEN STATE HIGHWAY PROD. INC		0pen	346.00	. 0.00)
19-01393	05/13/19	CONCOENG	CONCORD ENGINEERING GROUP, INC	19-55-280	0pen	800.00	0.00	B
			ENTERPRISE FLEET MANAGEMENT		Open	4,320.17	0.00	B.
19-01448	05/23/19	SANTANDE	SANTANDER LEASING LLC	PER RES# 19-55-213	Open	24,831.80	0.00	В
19-01455	05/23/19	HACKNEY	HACKNEY CONCRETE, INC.		Open	8,000.25	0.00	В
19-01464	05/29/19	KATIEHAR	KATIE HARMAN, INC.	•	Open	1,500.00	0.00)
			FRANK SCIARRILLO		Open	96.00	0.00	В
19-01474	05/29/19	WARDS	WARDS PASTRY		0pen	716.40	0.00)
19-01475	05/29/19	LEEV	VINCENT LEE		0pen	2,700.00	0.00	j
19-01481	05/29/19	KREAMER	JONATHAN KEITH KREAMER		Open	2,700.00	0.00)
19-01493	05/30/19	WEBPAGE	WEBPAGEFX, INC		Open	13,709.09	0.00	B.
19-01525	06/05/19	PROFENCE	PROGRESSIVE FENCE & LANDSCAPE		Open	4,800.00	0.00	1
			YIELDCO SUNEY US HOLDCO, LLC		Open	1,368.55		
19-01532	06/05/19	SJNIG	SOUTHERN NJ CHAP OF NAT INSTIT	JUNE 18,2019 LUNCHEON MEETING	Open	72.00	0.00	}
19-01533	06/05/19	BISCA	BISCAYNE SUITES CONDO. ASSOC.	•	0pen	1,054.64	0.00)
			CLEAR COMMUNICATION		0pen	300.00		
10 01741	OC /OF /10	CACHODEN	COCHERA MADMETTIC LLC		Open	3,447.57	0.00	
19-01718	06/18/19	LINESAND	LINES AND SIGNS INC	RES#19-55-313	Open	28,903.40	0.00	1
			CONSOLIDATED STEEL & ALUMINUM		0pen	45,945.00	0.00)
19-01880	06/20/19	IMPAL	IMPALA ISLAND INN	•	0pen	1,000.00	0.00	1
19-01881	06/20/19	PAVIL	THE PAVILION MOTOR LODGE		0pen	630.00	0.00)
			OC LIGHTHOUSE DEVELOPMENT LLC	REFUND DEVELOPMENT REVIEW ESCR		175.40	0.00)
				REFUND DEVELOPMENT REVIEW ESCR		410.80	0.00)
19-01908	06/27/19	STAINTON	STAINTON'S SQUARE MALL LLC	REFUND DEVELOPMENT REVIEW ESCR	Open .	970.40	0.00)
				REFUND GRADING ESCROW	Open	500.00	0.00	
	06/30/19		DEPTCOR	SC Res#19-55-132	0pen	1,210.00		
			J S E COMPUTERS		Open	640.00	0.00	
				VITALS SAFETY PAPER	Open	220.50	0.00	
			COURTNEY MCCULLOUGH	-	0pen	55.91	0.00	
	07/17/19		GARDEN STATE HIGHWAY PROD. INC	•	Open	660.00	0.00	
			,	Construction Uniform	0pen	250.00	0.00	
			PETROSH'S BIG TOP, LLC		Open	1,220.00	0.00	
			THE GREAT AMERICAN TROLLEY		Open	1,610.00	0.00	

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

PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount PO Type
19-02167	07/21/19	COPIE	COPIERS PLUS, INC.		0pen	578.50	0.00
19-02170	07/21/19	PADOVA	JOHN R PADOVA		0pen	100.00	0.00
			CHRIS BADAGLIACCO		0pen	500.00	0.00
19-02173	07/21/19	CAPRI	CAPRIONI PORTABLE TOILETS, INC		0pen	70.00	0.00
19-02176	07/21/19	MICHENER	ROBERT MICHENER		0pen	100.00	0.00
	07/24/19		BOX OF RAIN IRRIGATION	RÉPAIRS FROM CITY WORK	Open	412.50	0.00
			ARH ASSOCIATES, INC.	2019 ZB PROFESSIONAL	0pen	4,020.00	0.00
19-02196	07/29/19	77MTN	MARTIN, WILLIAM		Open 🗸	309.50	0,00
	07/29/19		VCI, EMERGENCY VEHICLE SPEC.	RES#19-55-124	Open .	1,773.67	0.00
			FIRE & SAFETY SERVICES, LTD.	19-55-123	Open	4,640.40	0.00
			BEESLEY'S POINT SEA DOO, INC.		Open	1,250.08	0.00
			BEESLEY'S POINT SEA DOO, INC.	19-55-127	Open	426.42	0,00
			AERIAL TESTING COMPANY LLC		Open	3,479.75	
			ATLANTIC CITY CYCLE CENTER	19-55-128	Open	157.98	0.00
	07/29/19		U.S.L.ANJ CERTIFICATION		Open	160.00	0.00
	07/29/19		NJRPA	GROUP MEMBERSHIP	Open	800.00	0.00
	07/29/19		FIRE & SAFETY SERVICES, LTD.	19-55-123	Open	6,675.00	0.00
			H. BARBER & SONS, iNC.	15 55 123	Open Open	2,428.55	0.00
			LAURA LOVETT		Open	271.10	0.00
	07/23/13		METUCHEN CENTER INC	•	Open	670.00	0.00
				•	•	7,384.80	0.00
			LAFAYETTE UTILITY CONST.CO.INC		Open		0.00
	07/31/19		MGL PRINTING SOLUTIONS	RESOLUTION BOOK	Open	564.00	
	07/31/19		V.E. RALPH, INC.	AED BAYSIDE CENTER	Open	1,331.75	0.00
			CECILIA GALLELLI-KEYES	REFUND	0pen	210.00	0.00
			MEGAN MURRAY		Open ,	45.00	0.00
	07/31/19		WILLIAM SCHOPPY TROPHY COMPANY		0pen	192.50	0.00
	07/31/19		BISCAYNE SUITES CONDO. ASSOC.		Open	290.36	0.00
	07/31/19		FLANDERS HOTEL		0pen	1,268.00	0.00
	07/31/19		COPIERS PLUS, INC.	•	Open	145.00	0.00
	07/31/19		JON D BATASTINI		Open	150.00	0.00
			J T WILLIAMS JR		Open	50.00	0.00
	07/31/19		JERSEY CAPE DIAGNOSTIC,		0pen	346.50	0.00
19-02388	07/31/19	NJSLOM	NJ STATE LEAGUE OF	NJSLM Jobline Advertisment	Open	160.00	0.00
19-02389	07/31/19	BSN	BSN SPORTS, INC	19-55-132	0pen	1,249.99	0.00
19-02394	08/02/19	SHOEM	SHOEMAKER LUMBER COMPANY, INC		0pen	7.99	. 0.00
19-02395	08/02/19	TRIVERSA	ANTHONY TRIVERS		Open	50.00	0.00
	08/02/19			NEW VENT SYSTEM -FUEL FARM	Open .	640.04	0.00
			MIKE BARTA & SONS INC.		0pen	3,224.15	0.00
	08/02/19		JOHNSON'S POPCORN, INC		0pen	960.00	
			TONY MEHALIC		Open	77.89	0.00
			MICHAEL ALLEGRETTO		Open	150.00	0.00
			DRAEGER, INC		Operi	179.00	0.00
			G.T.B.M. INC.	7	Open	349.77	0.00
			ACTION UNIFORM CO., L.L.C		Open Open	291.93	0.00
	08/07/19		NJ STATE ASSOCIÁTION OF CHIEFS		Open	1,200.00	0.00
	08/07/19				Open Open	500.00	0.00
			OCEAN CITY POLICE PETTY CASH	•	Open	236.22	0.00
	08/07/19		AVAYA COMMUNICATION, INC.	T CDACE _ EACHE DECTCTDATTON		55.00	
	08/07/19			T.GRAFF - LEAGUE REGISTRATION	•	105.00	
	08/07/19		EASTERN SIGN CO		Open		
	08/07/19		SPINNING WHEEL FLORIST INC.		Open	96.00	
			BLONDIE'S FLOATS		Open	2,250.00	
	08/07/19		EQUITY COMMUNICATIONS		0pen	1,000.00	
			THE FRANKLIN INSTITUTE		0pen	100.00	
19-02423	08/07/19	RNBEST	RICHARD N. BEST ASSOC., INC.	AIRPORT FR GATE KEYPAD SERVICE	open	769.50	0.00

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

Page No:

PO #	PO Date	Vendor	•	PO Description	Status	Amount V	oid Amount f	о Туре
19-02424	08/07/19	610GUNDE	CHRISTINE GUNDERSEN	mileage reimbursement	Open	883.62	0.00	
	08/09/19		GARY KUBIAK & SON ELECTRIC INC		Open	4,970.00	0.00	
	08/09/19		LANDSMAN UNIFORMS, INC.	,	Open	139.90	0.00	
19-02429	08/09/19	SENTI	SENTINEL LEDGER	2019 SUBSCRIPTION 1352693	Open	42.00	0.00	
19-02430	08/09/19	NJSLOM	NJ STATE LEAGUE OF	2019 NJSLOM CONF TAX ASSESSOR	Open	165.00	0.00	
			SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	943.05	0.00	
			SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	995.35	0.00	
			MICHAEL J. HARTMAN	•	Open	46.25	0.00	
	08/15/19		FRIENDS OF THE POPS		Open	8,183.25	0.00	
rotal Pui	rchase Ord	ders:	167 Total P.O. Line Items:	O Total List Amount: 4,79	3,035.21	Total Void Am	ount:	0.00

August 7, 2019 10:41 AM CITY OF OCEAN CITY Check Register By Check Id Issued butslde Pall List

Range of Check Ids: 97662 to 97662 Range of Checking Accts: GENERAL to GENERAL Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y Check # Check Date Vendor Reconciled/Void Ref Num PO # Description Amount Paid Contract 97662 08/02/19 NEW JERSEY OFFICE OF WEIGHTS & 4743 MWOCN 19-00741 280.00

Amount Void Report Totals <u>Paid</u> Void Amount Paid Checks: 0 280.00 0.00 1 Direct Deposit: <u>0</u> 0.00 000 0.00 280.00 0.00 Total:

August 9, 2019 02:08 PM CITY OF OCEAN CITY Check Register By Check Id Page No: 1 1 Sound Outslay Bull MST

Range of Check Ids: 97797 to 97797 Range of Checking Accts: GENERAL to GENERAL Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y Check # Check Date Vendor Reconciled/Void Ref Num PO # Description Amount Paid Contract 97797 08/09/19 FALCONS EAST COAST FALCONS, LLC 4747 19-02433 19-56-002 19,530.00 <u>Void</u> Amount Paid Amount Void Report Totals <u>Paid</u> Checks: 19,530.00 0.00 0.00 Direct Deposit: 0.00 19,530.00 Total: 0.00

CITY OF OCEAN CITY Check Register By Check Id Page No: 1

Range of Checking Accts: GENERAL

to GENERAL

Range of Check Ids: 97801 to 97801

eleakee)

Outside of B. 1 / 1st

Report Type: All Checks Check Type: Computer: Y Manual: Y Dir Deposit: Y Report Format: Detail Check # Check Date Vendor Reconciled/Void Ref Num Item Description Amount Paid Charge Account PO # Account Type Contract Ref Seq Acct 97801 08/14/19 ACMJI ATLANTIC COUNTY MUNICIPAL JIF 4750 19-00004 4 3RD QUARTER: AUGUST 2019 529,327.00 9-01-20-025-374 Budget 1 1 HUMAN RESOURCES - LIABILITY INSURANCE

Amount Paid Report Totals Paid Void Amount Void Checks: 529,327.00 0.00 1 0 Direct Deposit: <u>0</u> 0.00 0.00 0 529,327.00 0.00 Total:

August 16, 2019 09:39 AM

CITY OF OCEAN CITY Check Register By Check Id

Page No: 1 Ssued butside /

Range of Checking Accts: GENERAL

Report Type: All Checks

to GENERAL

Range of Check Ids: 97802 to 97802 Report Format: Condensed

Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check # Check Date Vendor Description PO #

Amount Paid

Reconciled/Void Ref Num

Contract

97802 08/16/19 FALCONS EAST COAST FALCONS, LLC

19-02433 19-56-002

15,190.00

4751

Report Totals

<u>Paid</u> Checks: Direct Deposit:

Total:

Void

Amount Paid 15,190.00 15,190.00

Amount Void 0.00 0.00 0.00 August 16, 2019 11:28 AM

CITY OF OCEAN CITY Check Register By Check Id

Page No: 1 Issued Outside Bul LIST

Range of Checking Accts: GENERAL

to GENERAL

Range of Check Ids: 97806 to 97806

Report Type: All Checks	Report Format: Condens	ed Check Type: Computer: Y	Manual: Y Dir Deposit: Y
Check # Check Date Vendor		iled/Void Ref Num	
PO # Description	Amount Paid	Contract	
97806 08/16/19 PLATELUN PLATE LUNCH LL 19-02474	C 365.00	4752	
Report Totals Paid Checks: 1	Void Amount Paid 0 365.00	Amount Void 0.00	
Direct Deposit: 0 Total: 1	0 0.00 0 365.00	0.00 0.00 0.00	

2019 Recreation Trust Fund Bill List

8/15/2019

Voucher#	Name	Amount	Description
4091	Lauren McNalley	160.00	Field Hockey Clinics/Pick-up 6-20 thru 7-11
4092	Kelsey Mitchell	362.50	Field Hockey Clinics/Pick-up 6-20 thru 7-25
4093	Mikenzie Helphenstine	375.00	Field Hockey Clinics/Pick-up 6-20 thru 8-1
4094	Yvonne Carey		Field Hockey Clinics/Pick-up 6-20 thru 8-1
4095	Sandie McMaster	640.00	Field Hockey Clinics/Pick-up 6-20 thru 8-1
4115	Basketball at the Beach	1,050.00	Golf Camp 7-8 thru 7-11 & 8-5 thru 8-8-19
4122	Tracey LeFever	350.00	Field Hockey Clinics/Pick-up Games 6/27 thru 8/1
4137	Greg Donahue	640.00	Summer League - 7-15 thru 8-8-19
4138	Michael Lucchesi	1,400.00	Summer League - 7-15 thru 8-8-19
4139	Chṛis Kane	1,080.00	Summer League - 7-15 thru 8-8-19
4140	Anthony Strazzeri	680.00	Summer League - 7-15 thru 8-8-19
4141	Scott Cooper	920.00	Summer League - 7-15 thru 8-8-19
4142	Mark Parson	480.00	Summer League - 7-15 thru 8-8-19
4143	Bob Markley		Summer League - 7-15 thru 8-8-19
4144	Travis Amstutz	940.00	Summer League - 7-15 thru 8-8-19
4145	George Meyers	1,750.00	Summer League - 7-15 thru 8-8-19
4146	Bruce Thompson	640.00	Summer League - 7-15 thru 8-8-19
4147	Joe Ryan	480.00	Summer League - 7-15 thru 8-8-19
4148	Kathy Garvin	320.00	Summer League - 7-15 thru 8-8-19
4149	Mach Jackson	440.00	Summer League - 7-15 thru 8-8-19
4150	Ron Bokunewicz	560.00	Summer League - 7-15 thru 8-8-19
4151	Ed Magan	1,040.00	Summer League - 7-15 thru 8-8-19
4152	Pat Keane	640.00	Summer League - 7-15 thru 8-8-19
4153	John Lamey	440.00	Summer League - 7-15 thru 8-8-19
4154	Bruce Konyak	280.00	Summer League - 7-15 thru 8-8-19
4155	Steve Shincarick	560.00	Summer League - 7-15 thru 8-8-19
4156	Harry Silverstein	280.00	Summer League - 7-15 thru 8-8-19
4157	Jason Fingerman	360,00	Tennis Clinics/Camp - 7-15 & 7-29-19
4166	Carson Lortz		Tennis Clincis - 7-22 thru 8-19-19
4167	Beverly Denney	200.00	Tennis Clinics - 7-22, 8-5, 8-12 & 8-19
4168	Mel Chettum	520.00	Summer League - 7-15 thru 8-8-19
4169	John Fernsler		Summer League - 7-15 thru 8-8-19
4170	Tony Urbano	240.00	Boys Lacrosse Clinics/Pickup 7-3 thru 7-31
4171	Stephen Beseris	300.00	Boys Lacrosse Clinics/Pickup 7-3 thru 7-31
4172	Rob Johnson	560.00	Summer League - 7-15 thru 8-8-19
TOTAL		\$ 22,467.50	·