

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

01

RESOLUTION

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #20-09, TOWING & LOCKOUT SERVICES FOR THE CITY OF OCEAN CITY**

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #20-09, Towing & Lockout Services for the City of Ocean City.

Peter V. Madden
Council President

Note: The legal advertisement will be placed in the Ocean City Sentinel on Wednesday, March 18, 2020 with the bid proposal opening scheduled on Thursday, April 2, 2020 and an anticipated date of award on Thursday, April 23, 2020.

Files: RAU 20-09 Towing & Lockout Services for the City of Ocean City.docx

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020

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

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

02

RESOLUTION

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #20-22, SUPPLY & DELIVERY OF LUMBER & PILING**

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorize the advertisement of specifications for City Contract #20-22, Supply & Delivery of Lumber & Piling.

Peter V. Madden
Council President

Note: The legal advertisement will be placed in the Ocean City Sentinel on Wednesday, March 18, 2020 with the bid proposal opening scheduled on Tuesday, March 31, 2020 and an anticipated date of award on Thursday, April 9, 2020.

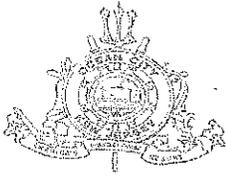
Files: RAU 20-22 Lumber & Piling.docx

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020

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

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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 Operations & Engineering
DATE: February 24, 2020
RE: Authorization to Bid
Supply & Delivery of Lumber

The current contract for supply and delivery of lumber has expired and it is time to initiate a new contract. The materials requested in this bid will be utilized for isolated repairs on the boardwalk, ramps and City buildings.

Please let me know if you have any additional questions.

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

03

RESOLUTION

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #20-23, SUPPLY & INSTALLATION OF TRAFFIC STRIPING
AT VARIOUS LOCATIONS**

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorize the advertisement of specifications for City Contract #20-23, Supply & Installation of Traffic Striping at Various Locations.

Peter V. Madden
Council President

Note: Dates to be Determined.

Files: RAU 20-23 Traffic Striping.docx

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020

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

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

CITY OF OCEAN CITY
 CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

04

AUTHORIZING THE AWARD OF CITY CONTRACT #20-01, 2020-2022 FIREWORK SHOWS FOR THE CITY OF OCEAN CITY & #251COCCPS MEMBERS

WHEREAS, specifications were authorized for advertisement by Resolution No. 20-56-208 on Thursday, January 23, 2020 for City Contract #20-01, 2020-2022 Firework Shows for the City of Ocean City & #251COCCPS Members; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 29, 2020, the Notice to Bidders was posted on the City of Ocean City’s website @ www.ocnj.us and the specifications were distributed to two (2) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #20-01, 2020-2022 Firework Shows for the City of Ocean City & #251COCCPS Members on Tuesday, February 25, 2020 and one (1) bid was received per the attached Summary of Bid Proposals; and

WHEREAS, the City of Ocean City has acted as the Lead Agency for City of Ocean City Cooperative Pricing System (251COCCPS) and City Contract #20-01, 2020-2022 Firework Shows for the City of Ocean City & #251COCCPS Members which obtained pricing for the participating cooperative members through a competitive bid process; and

WHEREAS, the City of Ocean City as the Lead Agency for City of Ocean City Cooperative Pricing System (251COCCPS) is by this resolution only awarding the City of Ocean City’s portion of the bid proposal for City Contract #20-01, 2020-2022 Firework Shows for the City of Ocean City & #251COCCPS Members; and

WHEREAS, the City of Ocean City Cooperative Pricing System (251COCCPS) participating members are required to review, recommend and award by the cooperative participating members own governing bodies; and

WHEREAS, George A. Savastano, Business Administrator; Michael P. Allegretto, Director of Community Services; Chief James P. Smith, Director of Fire & Rescue Services; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal, bonds and specifications and recommended that the contract be awarded to Pyrotecnico Fireworks, Inc. d/b/a Pyrotecnico; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #20-01, 2020-2022 Firework Shows for the City of Ocean City & #251COCCPS Members be and is hereby awarded to the following lowest responsible bidder:

Pyrotecnico Fireworks, Inc.
 d/b/a Pyrotecnico
 P.O. Box #149
 New Castle, PA 16103

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Total Cost</u>
<u>Base Bid for the City of Ocean City</u>			
1.	<u>Calendar Year 2020 - Fourth of July Fireworks Show</u>		
1a.	BASE RATE FOR THE FIREWORKS SHOW AS SPECIFIED Scheduled Show Date/Time: Saturday, July 4, 2020 @ 9:00 PM - 9:15 PM, EDT	1 each	\$ 59,500.00
1b.	RATE FOR WEATHER/RAIN DELAY/POSTPONEMENT Weather/Rain Delay/Postponement Date/Time: If required, this date shall be determined by the City at the time of the postponement of the originally scheduled show. Note: This fee shall only be paid by the City, if the weather/rain delay/postponement is evoked by the City and if less than twenty-four (24) hours of notice is given to the contractor by the City.	1 each	\$ 9,445.25
1c.	OPTIONAL ITEM Add-On Extra Grand Finale Display Presentation Shells	1 each	\$ N/B
Total Cost of Items 1a. & 1b.....			\$ 68,945.25

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Pyrotecnico Fireworks, Inc. (Continued)

Base Bid for the City of Ocean City (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Total Cost</u>
2.	<u>Calendar Year 2021 - Fourth of July Fireworks Show</u>		
2a.	BASE RATE FOR THE FIREWORKS SHOW AS SPECIFIED Scheduled Show Date/Time: Sunday, July 4, 2021 @ 9:00 PM - 9:15 PM, EDT	1 each	\$ 61,500.00
2b.	RATE FOR WEATHER/RAIN DELAY/POSTPONEMENT Weather/Rain Delay/Postponement Date/Time: If required, this date shall be determined by the City at the time of the postponement of the originally scheduled show. Note: This fee shall only be paid by the City, if the weather/rain delay/postponement is evoked by the City and if less than twenty-four (24) hours of notice is given to the contractor by the City.	1 each	\$ 9,945.25
2c.	OPTIONAL ITEM Add-On Extra Grand Finale Display Presentation Shells	1 each	\$ <u>N/B</u>
Total Cost of Items 2a. & 2b.....			\$ 71,445.25
4.	<u>Calendar Year 2020 – Night in Venice Weekend Fireworks Show</u>		
4a.	BASE RATE FOR THE FIREWORKS SHOW AS SPECIFIED Scheduled Show Date/Time: Saturday, July 18, 2020 @ 9:00 PM - 9:15 PM, EDT	1 each	\$ 25,000.00
4b.	RATE FOR WEATHER/RAIN DELAY/POSTPONEMENT Weather/Rain Delay/Postponement Date/Time: If required, this date shall be determined by the City at the time of the postponement of the originally scheduled show. Note: This fee shall only be paid by the City, if the weather/rain delay/postponement is evoked by the City and if less than twenty-four (24) hours of notice is given to the contractor by the City.	1 each	\$ 4,320.25
4c.	OPTIONAL ITEM Add-On Extra Grand Finale Display Presentation Shells	1 each	\$ <u>N/B</u>
Total Cost of Items 4a. & 4b.....			\$ 29,320.25
5.	<u>Calendar Year 2021 – Night in Venice Weekend Fireworks Show</u>		
5a.	BASE RATE FOR THE FIREWORKS SHOW AS SPECIFIED Scheduled Show Date/Time: Saturday, July 24, 2021 @ 9:00 PM - 9:15 PM, EDT	1 each	\$ 25,500.00
5b.	RATE FOR WEATHER/RAIN DELAY/POSTPONEMENT Weather/Rain Delay/Postponement Date/Time: If required, this date shall be determined by the City at the time of the postponement of the originally scheduled show. Note: This fee shall only be paid by the City, if the weather/rain delay/postponement is evoked by the City and if less than twenty-four (24) hours of notice is given to the contractor by the City.	1 each	\$ 4,820.25
5c.	OPTIONAL ITEM Add-On Extra Grand Finale Display Presentation Shells	1 each	\$ <u>N/B</u>
Total Cost of Items 5a. & 5b.....			\$ 30,320.25

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Pyrotecnico Fireworks, Inc. (Continued)

Base Bid for the City of Ocean City (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Total Cost</u>
7.	<u>Calendar Year 2020 – Indian Summer Weekend Fireworks Show</u>		
7a.	BASE RATE FOR THE FIREWORKS SHOW AS SPECIFIED Scheduled Show Date/Time: Saturday, October 10, 2020 @ 9:00 PM - 9:15 PM, EDT	1 each	\$ 43,000.00
7b.	RATE FOR WEATHER/RAIN DELAY/POSTPONEMENT Weather/Rain Delay/Postponement Date/Time: If required, this date shall be determined by the City at the time of the postponement of the originally scheduled show. Note: This fee shall only be paid by the City, if the weather/rain delay/postponement is evoked by the City and if less than twenty-four (24) hours of notice is given to the contractor by the City.	1 each	\$ 5,320.00
7c.	OPTIONAL ITEM Add-On Extra Grand Finale Display Presentation Shells	1 each	\$ <u>N/B</u>
Total Cost of Items 7a. & 7b.....			\$ 48,320.25
8.	<u>Calendar Year 2021 – Indian Summer Weekend Fireworks Show</u>		
8a.	BASE RATE FOR THE FIREWORKS SHOW AS SPECIFIED Scheduled Show Date/Time: Saturday, October 9, 2021 @ 9:00 PM - 9:15 PM, EDT	1 each	\$ 45,000.00
8b.	RATE FOR WEATHER/RAIN DELAY/POSTPONEMENT Weather/Rain Delay/Postponement Date/Time: If required, this date shall be determined by the City at the time of the postponement of the originally scheduled show. Note: This fee shall only be paid by the City, if the weather/rain delay/postponement is evoked by the City and if less than twenty-four (24) hours of notice is given to the contractor by the City.	1 each	\$ 6,320.25
8c.	OPTIONAL ITEM Add-On Extra Grand Finale Display Presentation Shells	1 each	\$ <u>N/B</u>
Total Cost of Items 8a. & 8b.....			\$ 51,320.25
 <u>Calendar Year 2021 – First Night Fireworks Show (New Year’s Eve)</u>			
10a.	BASE RATE FOR THE FIREWORKS SHOW AS SPECIFIED Scheduled Show Date/Time: Friday, January 1, 2021 @ 12:00 AM - 12:10 AM, EDT	1 each	\$ <u>7,300.00</u>
Total Amount for 2020 Fireworks Displays Items 1a., 1b., 4a., 4b., & 7a. & 7b. for 4th of July, Night in Venice & Indian Summer Weekend			\$ 146,585.75
Total Amount for 2021 Fireworks Displays Items 2a., 2b., 5a, 5b., 5c., 8a, 8b. & 10a. for 4th of July, Night In Venice, Indian Summer Weekend & First Night			\$ 160,385.75

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 Pyrotecnico Fireworks, Inc., d/b/a Pyrotecnico, P.O. Box #149, New Castle, PA 16103 for City Contract #20-01, 2020-2022 Firework Shows for the City of Ocean City & #251COCCPS Members for a twenty-four month period beginning on January 1,2020 and continuing through December 31, 2021 with an option to renew/extend for an additional twelve (12) months as listed and in accordance with the bid specifications and bid proposal.

The Director of Financial Management certifies that funds for the calendar year 2020 &2021 Fireworks Shows are contingent upon adoption of the 2020 &, 2021 Local Municipal Budgets and shall be charged to the appropriate accounts when purchase orders are issued in the appropriate calendar year.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW 20-01 2020-2022 Firework Shows.docx

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020

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

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Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

Date Received: Tuesday, February 25, 2020 @ 2:00 P.M., EST
 City Contract #: 20-01
 Contract Name: Firework Shows for the City of Ocean City & 251COOPPS Members

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

NAME, ADDRESS & BID OF EACH BIDDER					
Key: Apparent Low Bidder Math Error		Pyrotecnico Fireworks, Inc. 299 Wilson Road New Castle, PA 16101 C: Lynn Ann Hamed P: 724.510.6221 F: 724.652.1288 E: kfurstoss@pyrotecnico.com			
ITEM	DESCRIPTION	TOTAL	TOTAL	TOTAL	TOTAL
OCEAN CITY					
1a.	Base Rate for July 4, 2020	\$ 59,500.00			
1b.	Rate for Weather/Rain Delay/Postponement	\$ 9,445.25			
	TOTAL AMOUNT Items 1.a & 1.b.:	\$ 68,945.25			
1c.	Optional Item - Add-On Extra Grand Finale Display Presentation Shells	N/B			
2a.	Base Rate for July 4, 2021	\$ 61,500.00			
2b.	Rate for Weather/Rain Delay/Postponement	\$ 9,945.25			
	TOTAL AMOUNT Items 2.a & 2.b.:	\$ 71,445.25			
2c.	Optional Item - Add-On Extra Grand Finale Display Presentation Shells	N/B			
3a.	Base Rate for July 4, 2022	\$ 63,500.00			
3b.	Rate for Weather/Rain Delay/Postponement	\$ 10,445.25			
	TOTAL AMOUNT Items 3.a & 3.b.:	\$ 73,945.25			
3c.	Optional Item - Add-On Extra Grand Finale Display Presentation Shells	N/B			
4a.	Base Rate for July 18, 2020	\$ 25,000.00			
4b.	Rate for Weather/Rain Delay/Postponement	\$ 4,320.25			
	TOTAL AMOUNT Items 4.a & 4.b.:	\$ 29,320.25			
4c.	Optional Item - Add-On Extra Grand Finale Display Presentation Shells	N/B			
5a.	Base Rate for July 24, 2021	\$ 25,500.00			
5b.	Rate for Weather/Rain Delay/Postponement	\$ 4,820.25			
	TOTAL AMOUNT Items 5.a & 5.b.:	\$ 30,320.25			
5c.	Optional Item - Add-On Extra Grand Finale Display Presentation Shells	N/B			
6a.	Base Rate for July 23, 2022	\$ 26,000.00			
6b.	Rate for Weather/Rain Delay/Postponement	\$ 5,320.25			
	TOTAL AMOUNT Items 6.a & 6.b.:	\$ 31,320.25			
6c.	Optional Item - Add-On Extra Grand Finale Display Presentation Shells	N/B			



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

Date Received: Tuesday, February 25, 2020 @ 2:00 P.M., EST
 City Contract #: 20-01
 Contract Name: Firework Shows for the City of Ocean City & 251COOPPS Members

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

7a.	Base Rate for October 10, 2020	\$	43,000.00		
7b.	Rate for Weather/Rain Delay/Postponement	\$	5,320.25		
	TOTAL AMOUNT Items 7.a & 7.b.:	\$	48,320.25		
7c.	Optional Item - Add-On Extra Grand Finale Display Presentation Shells		N/B		
8a.	Base Rate for October 9, 2021	\$	45,000.00		
8b.	Rate for Weather/Rain Delay/Postponement	\$	6,320.25		
	TOTAL AMOUNT Items 8.a & 8.b.:	\$	51,320.25		
8c.	Optional Item - Add-On Extra Grand Finale Display Presentation Shells		N/B		
9a.	Base Rate for October 8, 2022	\$	47,000.00		
9b.	Rate for Weather/Rain Delay/Postponement	\$	7,320.25		
	TOTAL AMOUNT Items 9.a & 9.b.:	\$	54,320.25		
9c.	Optional Item - Add-On Extra Grand Finale Display Presentation Shells		N/B		
10a.	Base Rate for January 1, 2021	\$	7,300.00		
11a.	Base Rate for January 1, 2022	\$	7,800.00		
	TOTAL AMOUNT BID FOR OCEAN CITY Items 1.a. - 11.a.:	\$	474,357.25		
SEA ISLE CITY					
12a.	Base Rate for July 4, 2020	\$	48,000.00		
12b.	Rate for Weather/Rain Delay/Postponement	\$	6,814.50		
	TOTAL AMOUNT Items 12.a. & 12.b.:	\$	54,814.50		
13a.	Base Rate for July 4, 2021	\$	49,000.00		
13b.	Rate for Weather/Rain Delay/Postponement	\$	7,814.50		
	TOTAL AMOUNT Items 13.a. & 13.b.:	\$	56,814.50		
14a.	Base Rate for July 4, 2020	\$	50,000.00		
14b.	Rate for Weather/Rain Delay/Postponement	\$	8,314.50		
	TOTAL AMOUNT Items 14.a. & 14.b.:	\$	58,314.50		
15a.	Base Rate for December 31, 2020	\$	8,000.00		
	TOTAL AMOUNT Item 15.a.:	\$	8,000.00		
16a.	Base Rate for December 31, 2021	\$	8,500.00		
	TOTAL AMOUNT Item 16.a.:	\$	8,500.00		
17a.	Base Rate for December 31, 2022	\$	9,000.00		
	TOTAL AMOUNT Item 17.a.:	\$	9,000.00		
	TOTAL AMOUNT BID FOR SEA ISLE CITY Items 12.a. - 17a.:	\$	195,443.50		



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

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

Date Received: Tuesday, February 25, 2020 @ 2:00 P.M., EST
 City Contract #: 20-01
 Contract Name: Firework Shows for the City of Ocean City & 251COOPPS Members

Required Information								
Required Number of Copies (3):	Y/N	Y (3)	Y/N		Y/N		Y/N	
Bid Deposit/Bond:	Y/N	Y	Y/N		Y/N		Y/N	
Consent of Surety:	Y/N	Y	Y/N		Y/N		Y/N	
Right to Extend - Time for Award:	Y/N	Y	Y/N		Yes		Yes	
Statement of Ownership Disclosure	Y/N	Y	Y/N		Y/N		Y/N	
Non-Collusion Affidavit:	Y/N	Y	Y/N		Y/N		Y/N	
Mandatory Equal Employment Opportunity Language:	Y/N	Y	Y/N		Y/N		Y/N	
New Jersey Affirmative Action Regulation Compliance Notice:	Y/N	Y	Y/N		Y/N		Y/N	
Acknowledge of Receipt of Addenda:	Y/N	Y	Y/N		Y/N		Y/N	
Disclosure of Investment Activities in Iran Statement-Two Part Form:	Y/N	Y	Y/N		Y/N		Y/N	
New Jersey Business Registration Certificate (BRC):	Y/N	Y	Y/N		Y/N		Y/N	
Manufacturer's Affidavit & Certificate of Origin:	Y/N	Y	Y/N		Y/N		Y/N	
General Contract Information	Y/N	Y	Y/N		Y/N		Y/N	
Reference List of Customers:	Y/N	Y	Y/N		Y/N		Y/N	
Statement of Authority:	Y/N	Y	Y/N		Y/N		Y/N	
W-9 Form:	Y/N	Y	Y/N		Y/N		Y/N	

RESOLUTION

**AUTHORIZING THE AWARD OF A CITY RFP #Q20-01,
PROFESSIONAL TENNIS INSTRUCTOR SERVICES FOR THE CITY OF OCEAN CITY**

WHEREAS, the City of Ocean City requires professional tennis instructors for the City of Ocean City's various Tennis Courts; and

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

WHEREAS, the Notice of Request for Proposal (RFP's) for #Q20-01, Professional Tennis Instructor Services for the City of Ocean City was posted on the City of Ocean City's website www.ocnj.us and the RFQ documents were distributed to three (3) prospective bidders; and

WHEREAS, the Request for Proposal (RFP's) was received and opened for City RFP #Q20-01, Professional Tennis Instructor Services for the City of Ocean City on Tuesday, February 25, 2020 and two (2) proposals were received; and

WHEREAS, Michael J. Allegretto, Director of Community Services; Lauren Sopko-Gillian, Recreation Program Coordinator; 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 RFQ #Q20-01, Professional Tennis Instructor Services for the City of Ocean City be awarded to Joseph DiCosole & Kyle Stevens, the responsible bidders; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City RFQ #Q20-01, Professional Tennis Instructor Services be and is hereby awarded to the following two (2) responsible bidder:

**Joseph Dicosole
2311 Burroughs Avenue
Northfield, NJ 08225**

Item	Description	Weekly Fee to Be Paid to the City
1.0	Professional Tennis Instructor(s) Services	
a.	Weeks (5/23/2020 – 9/07/2020)	\$ 200.00/per 7 consecutive days
b.	Weeks (5/29/2021 – 9/06/2021)	\$ 200.00/per 7 consecutive days

**Kyle Stevens
34 Meadow Circle
Mays Landing, NJ 08330**

Item	Description	Weekly Fee to Be Paid to the City
1.0	Professional Tennis Instructor(s) Services	
a.	Weeks (5/23/2020 – 9/07/2020)	\$ 200.00/per 7 consecutive days
b.	Weeks (5/29/2021 – 9/06/2021)	\$ 200.00/per 7 consecutive days

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT FURTHER RESOLVED that the Mayor and the City Purchasing Manger are hereby authorized to enter into a formal contract with Joseph Dicosole, 2311 Burroughs Avenue, Northfield, NJ 08225 & Kyle Stevens, 34 Meadow Circle, Mays Landing, NJ 08330 for a period of two (2) calendar years beginning May 23, 2020 and continuing through until September 06, 2021 for City RFQ #Q20-01, Professional Tennis Instructor Services as listed and in accordance with this resolution and submitted quote proposal.

Peter V. Madden
Council President

Files: RAW Q20-01 Professional Tennis Instructor Services.docx

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020

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

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Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

Date Received: Tuesday, February 25, 2020 @ 2:00 P.M., EST

City RFP #: Q-20-01

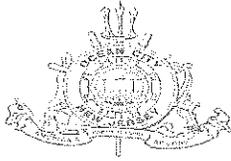
Contract Name: Professional Tennis Instructor Services

PURCHASING DIVISION

SUMMARY OF QUOTES

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

NAME, ADDRESS & BID OF EACH BIDDER		Joseph Dicosole		Kyle Stevens					
Key:		2311 Burroughs Ave		34 Meadow Circle					
		Northfield, NJ 08225		Mays Landing, NJ 08330					
		P: 609.204.5006		P: 609.579.0445					
		E: jdicosola09@gmail.com		E: kyleastevens@gmail.com					
Item	Description	2020	2021	2020	2021	2020	2021	2020	2021
1.0	Professional Tennis Instructor(s) Services								
	Weeks (05/23/2020 - 09/07/2020)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00				
	Weeks (05/29/2021 - 09/06/2021)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00				
Required Information									
	Required Number of Copies (2):	Y/N	Y (2)	Y/N	Y (2)	Y/N		Y/N	
	Bid Deposit/Bond:	Y/N	N/A	Y/N	N/A	Y/N	N/A	Y/N	N/A
	Consent of Surety:	Y/N	N/A	Y/N	N/A	Y/N	N/A	Y/N	N/A
	Buy American Certification:	Y/N	N/A	Y/N	N/A	Y/N		Y/N	
	Right to Extend - Time for Award:	Y/N	Y	Y/N	Y	Y/N		Y/N	
	Statement of Ownership Disclosure:	Y/N	Y	Y/N	Y	Y/N		Y/N	
	Non-Collusion Affidavit:	Y/N	Y	Y/N	Y	Y/N		Y/N	
	Mandatory Equal Employment Opportunity Language:	Y/N	Y	Y/N	Y	Y/N		Y/N	
	New Jersey Affirmative Action Regulation Compliance Notice:	Y/N	Y	Y/N	Y	Y/N		Y/N	
	Required Subcontractors Listing:	Y/N	N/A	Y/N	N/A	Y/N	N/A	Y/N	N/A
	Acknowledge of Receipt of Addenda:	Y/N	Y	Y/N	Y	Y/N		Y/N	
	Statement of Investment Activities in Iran Statement-Two Part Form:	Y/N	Y	Y/N	Y	Y/N		Y/N	
	New Jersey Business Registration Certificate (BRC):	Y/N	N	Y/N	N	Y/N		Y/N	
	Business Registration Certificate for Subcontractors (BRC):	Y/N	N/A	Y/N	N/A	Y/N	N/A	Y/N	N/A
	NJ Public Works Contractors Registration Act Certificate:	Y/N	N/A	Y/N	N/A	Y/N	N/A	Y/N	N/A
	Contractors Registration Act Certificate for Subcontractors:	Y/N	N/A	Y/N	N/A	Y/N	N/A	Y/N	N/A
	Statement of Authority:	Y/N	Y	Y/N	Y	Y/N		Y/N	
	W-9 Form:	Y/N	Y	Y/N	Y	Y/N		Y/N	



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

Memorandum To: Joseph Clark

From: Lauren Sopko-Gillian

Date: February 25, 2020

Re: Award of Contracts – Tennis Professional

I recommend the award of the professional contracts, RFQ: #Q-20-001 for the Professional Tennis Instructor Services:

Joseph DiCosola

Kyle Stevens

Both of the above contractors are successful bidders and Joseph and Kyle have had a positive past experience with the City of Ocean City.

If you have any questions, please do not hesitate to contact me.

Thank you!

RESOLUTION

AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND THE STANDER GROUP, INC. FOR THE APPEARANCE OF MOTOWN WITH A TWIST AT THE NIGHT IN VENICE BOAT PARADE AND AT THE OCEAN CITY MUSIC PIER ON FRIDAY, JULY 17, 2020 & SATURDAY, JULY 18, 2020

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

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

WHEREAS, the Stander Group, Inc. has the required expertise, artist relations, and has successfully performed these services across the United States of America; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract issued in the calendar year 2020 with said firm will exceed \$17,500.00; and

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that The Stander Group, Inc. be awarded an alternative-non-advertised contract for the appearance of "Motown with a Twist" at the Night In Venice Boat Parade & the Ocean City Music Pier on Friday, July 17, 2020 & Saturday, July 18, 2020; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City of Ocean City that it does hereby award an alternative method contract to **The Stander Group, Inc., 4533 Van Nuys Blvd., #401, Sherman Oaks, CA 91403** for the professional artist supplied appearance of "Motown with a Twist" at the Night In Venice Boat Parade & the Ocean City Music Pier on Friday, July 17, 2020 & Saturday, July 18, 2020. The estimated contract value is \$39,000.00 including show, travel & rooms for the artist, guest and all staff.

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

BE IT FURTHER RESOLVED by the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with the Stander Group, Inc., 4533 Van Nuys Blvd., #401, Sherman Oaks, CA 91403 for the professional artist supplied appearance of "Motown with a Twist at the Night In Venice Boat Parade & the Ocean City Music Pier on Friday, July 17, 2020 & Saturday, July 18, 2020, as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Accounts: Operating Account #01-20-090-267-\$4,000.00 & Trust Account #T-12-56-173-034-\$25,000.00.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

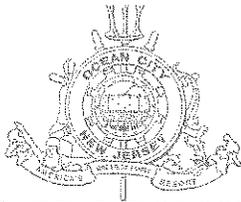
Files: RAW The Stander Group - Motown with a Twist.docx

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020

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

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



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

Date: February 26, 2020

To: Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Stander Group

This contract is with The Stander Group, Inc, for the performance of the show Motown with a Twist. This show will be performed on July 17 as part of Night In Venice Weekend. Performers from this show will also appear in the boat parade the following evening. The cost of the show will be offset by ticket sales. The total cost for the show, travel, and rooms not to exceed \$39,000. This show will add to Night-In-Venice Weekend activities and attract tourist to the town. I recommend approval of the contract.

RIDER FORMS ATTACHED ARE PART OF THIS CONTRACT - DO NOT DETACH

AGREEMENT made this 20th day of February 2020 between The Stander Group, Inc. (hereinafter referred to as "ARTIST") and City of Ocean City, Department of Community Services. (hereinafter referred to as "PURCHASER").

It is mutually agreed between the parties as follows:

1. Place of Engagement: Ocean City Music Pier -- Ocean City, New Jersey
2. Date(s): Friday, July 17th, 2020
3. Type of Engagement and Hours: : "Motown with a Twist" starring Emma Slater + Tristan MacManus. See deal memo
4. Compensation Agreed Upon (U.S. Currency): \$25,000.00 FLAT GUARANTEE + The VIP Meet & Greet to be split 80/20 Photo op per person + \$4,000 fee for Boat Appearance on July 18th for Emma + Tristan.
5. Purchaser Will Make Payments by Certified Check, Money Order, Bank Draft or Cash (U.S. Currency) as follows:
 - (a) \$12,500.00 shall be paid by PURCHASER to and in the name of The Stander Group, Inc Client Fund Account (Fed. ID #270482105) on or before signing of contract, but no later than April 1st, 2020 by wire, as follows:

The Stander Group, Inc.
Citibank
Routing # 322271724
Account# 203560636

PLEASE NOTE: Production cannot be put on sale or marketed in any way before signed contract and deposit have been returned.All advertising or billing must be approved by agent before it is made public.
 - (b) \$16,500.00 shall be paid by PURCHASER to and in the name of The Stander Group, Inc Client Fund to the Production manager before the performance begins
6. Rehearsal: TBA
7. Capacity: Will need final Box office report
8. Admission Prices: see OFFER
9. Potential Gross: see OFFER
10. Buyer to pay for and provide, All lights and sound, see tech rider. All Ground / Hotel and hospitality provided by Purchaser. See tech rider / deal memo. (See Reverse Side for Sections 11-21)

THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

X _____
Signature of PURCHASER

X _____
Signature of ARTIST or AGENT (or Agent thereof)

ADDITIONAL TERMS AND CONDITIONS

The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

11. PURCHASER agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performance, and if required by ARTIST, all rehearsals therefor, including a suitable theatre, hall or auditorium, well heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, well lighted dressing rooms, all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties and baggage); all lights, tickets, house programs, all licenses (including musical performing rights licenses; special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary in expense in connection therewith. PURCHASER agrees to pay all amusement taxes, PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the PURCHASER and by ARTIST, PURCHASER agrees to furnish all necessary material and equipment and to promptly with the ARTIST'S direction to arrange the stage decor and settings for the performance hereunder. In addition to those musicians, if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provision thereof, PURCHASER agrees at it's sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals thereof, ARTIST shall have the right to name the music contractor and to approve the choice of musicians hired locally. The following is required by ARTIST and shall be furnished by PURCHASER at PURCHASER'S sole cost and expense:

12. PURCHASER shall not have the right to broadcast or televise, photograph, or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable to whole or in part of any obligation that may be incurred by PURCHASER'S carrying out any of the provisions hereof, or otherwise. The person executing this agreement on PURCHASER'S behalf warrants his/her authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

13. PURCHASER agrees that ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder.

14. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admissions, if any (except local press) shall be subject to ARTIST'S prior written approval. In the event that the payments to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of the ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or are placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance within two hours following such performance; and (c) ARTIST have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from the box office records of PURCHASER relating to gross receipts of this engagement only.

15. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any other party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for any damages in addition to the compensation provided herein.

16. This constitutes the sole, complete and binding agreement between the parties hereto, Stander Group Inc. acts only as agent and manager for ARTIST and assumes no liability hereunder. Any further bookings for the following three years

for said artist, venue, purchaser, promoter must go thru and be negotiated by a representative of Stander Group Inc. and are commissionable.

17. ARTIST shall have the sole exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including recordings in connection with, and at, the performance(s) hereunder and the receipts thereof shall belong exclusively to ARTIST.

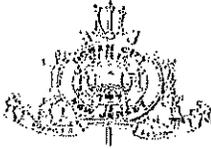
18. This agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the State of California. Nothing in this Agreement shall require the performance(s) hereunder or any element hereof and wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

19. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled in arbitration in California in accordance with the rules and regulations obtaining of the American Arbitration Association governing three-member panels. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

20. ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.

21. FORCE MAJEURE ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, transportation, acts of God, riots, strikes, labor disputes, epidemics, civil unrest, any act of public authority or any cause, similar or dissimilar, beyond ARTIST'S control.

22. ARTIST shall have the right to cancel this Engagement without any liability whatsoever upon written notice of such cancellation to Purchaser by Artist or Artist's representative, at least 45 days before engagement if ARTIST receives an offer for a legitimate television show, film, commercial or Broadway/WestEnd that would conflict with said engagement.



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY
SERVICES

December 18, 2019

To: Scott Stander
Re: Motown With A Twist
From: City of Ocean City
Contact: Michael Hartman, Events Coordinator
Phone: 609-525-9284 (office)
Email: mhartman@ocnj.us

Performance/Appearance for Motown With A Twist

Performance Date: Friday, July 17, 2020
Fee: \$25,000
Lodging: Hotel accommodations for two nights (up to 14 rooms)
Transportation: Local ground
Meals: Backstage hospitality
Merch: 80%/20% including autographed photos
Venue: Ocean City Music Pier
Capacity: 930
Comp. tickets: 10 total
Ticket pricing: \$40.00-\$25.00
Special Request: Emma Slatter, Sasha Farber, Gleb Savchenko, Cheryl Burke, Pasha Paskov
Show time: 7:30pm
Show length: approximately 90 minutes

Additional Special Appearance:

Performance Date: Saturday, July 18, 2020
Fee: \$4,000
Lodging: Hotel accommodations for an additional night for each professional dancer
Meals: \$100.00 buyout for each person
Ticketed meet and greet: 11:00am (125 VIP tickets)
Special Event: 6:00pm Special Guest in our 2020 Night in Venice Boat Parade

MOTOWN WITH A TWIST

TECHNICAL RIDER - A (05/15/19)

The following Technical Requirements for the production of "MOTOWN WITH A TWIST" are an integral part of the engagement agreement between you (hereinafter referred to as "PRESENTER") and The Stander Group, Inc. (including its agents and assigns, hereinafter referred to as "COMPANY").

No item may be waived or changed, nor any additions or deletions made without the express written consent of The COMPANY and/or The Stander Group, Inc.

DO NOT USE OR RELY UPON ANY PRIOR VERSION OF THIS TECHNICAL RIDER.

It is essential that PRESENTER forward to COMPANY Production Office complete technical information on the proposed venue prior to any assumption that COMPANY has approved the venue. Such COMPANY approval is a vital condition of the contractual agreement, and said agreement may be deemed null and void without it. This information must include a floor plan of the stage, a rigging plan, a floor plan of the hall, and side elevations of the stage and complete theatre. Also, please provide contact information for the venue's Technical Director. This information must be received by The COMPANY prior to any tickets going on sale.

IMPORTANT TECHNICAL INFORMATION FOR ALL "MOTOWN WITH A TWIST" PRESENTERS

It is extremely important that, as stated hereinafter in the "MOTOWN WITH A TWIST" technical rider, that the stage surface of any theatre in which "MOTOWN WITH A TWIST" performs **MUST HAVE A SPRUNG-WOOD DANCE FLOOR** with a black Marley cover. If PRESENTER is unsure of the nature of the stage floor of a venue, each PRESENTER must determine this information before a contract can be signed for a proposed engagement of "MOTOWN WITH A TWIST." If the COMPANY arrives for technical rehearsals and discovers that the stage surface is not of this quality and construction, we cannot guarantee that a performance will take place.

If you have any questions regarding the condition of your stage, please feel free to contact the "MOTOWN WITH A TWIST" Production office.

Thank you for your attention and help in this matter.

**LOCAL PRESENTER AGREES TO FURNISH
AT PRESENTER'S OWN EXPENSE THE FOLLOWING:**

FACILITY AVAILABILITY

1. COMPANY requires exclusive and private use of the performance venue for a period of no less than twelve (12) consecutive hours prior to the first public performance.

PRESENTER guarantees that the stage shall be broom swept and free of all debris. The stage and wings must be completely clear of all theatrical and/or house equipment not required for this production.

2. COMPANY and Production Technicians are to be the exclusive occupants of the performance venue from the beginning of load-in until the house opens to the public one half-hour prior to curtain. PRESENTER warrants that, under no circumstance, shall any unauthorized personnel, not approved by COMPANY, be permitted into the auditorium.

3. For an engagement of two or more performances, the COMPANY will require access to the stage three (3) hours before the advertised time of each curtain subsequent to the first public performance for warm-up, and may require extra time on-stage during the day for rehearsals. Any additional time requirements will be advanced through COMPANY's Production Manager or Company Manager.

4. COMPANY requires:

INDIVIDUAL DRESSING ROOMS FOR:

STAR DANCERS (2 rooms)

SINGERS (4 rooms)

GROUP DRESSING ROOMS FOR:

MALE DANCERS (5)

FEMALE DANCERS (5)

In addition all dressing rooms must be equipped with tables, chairs, mirrors, mirror lights, hot and cold running water, toilets and showers. In addition, all dressing rooms must be furnished with towels and Kleenex. These rooms must be private, separate and secluded from any restroom used by the public.

A complete and well-stocked FIRST AID KIT should be available backstage in the dressing room area for use by the company. Additionally, please have ice and heat packs available for immediate treatment of bruises, sprains, etc. And supplemental oxygen tanks (one for each side of the stage) should be available in all venues located at 3200 feet or higher above sea level.

(Facility Requirements continued on next page)

FACILITY AVAILABILITY (Cont.)

5. COMPANY also requires an additional space to be used as a Production Office. This space should be adjacent to or near the stage, and contain a minimum of two desks or countertops that can be utilized as desks, adequate lighting and ventilation, chairs, electrical outlets and High speed internet access. It should be exclusively available to COMPANY from the beginning of load-in to the conclusion of load-out. In addition, the COMPANY will also require complimentary access to the venue's on-site Xerox or photocopy machine.

6. COMPANY requests information regarding local Fed-Ex hours, drop off locations, and Post Office locations.

STAGE

1. COMPANY requires a minimum stage area of thirty-eight feet (38'-0") wide by thirty-two feet (32'-0") deep from the plaster line to the last available line-set. There must be a minimum proscenium height of twenty (20'-0").

2. **A black Marley dance floor covering must be provided to cover the entire stage surface, including a minimum of a four foot extension on each side of the stage into the wings.** Under NO circumstances will the COMPANY perform on concrete, or upon Marley or other materials placed directly over concrete.

3. Stage and dressing room temperature shall not be less than sixty-five (65°) degrees Fahrenheit nor more than seventy-five (75°) degrees Fahrenheit.

4. PRESENTER must arrange and guarantee that the stage loading dock and door will be entirely clear, have adequate lighting and be clear of any ice and snow during load-in and load-out.

5. The stage, wings and backstage area must be **broom-swept** upon company arrival and free and **cleared** of any props, equipment, road cases, etc. not directly involved with this production. In addition, the stage floor must be clean of any spike marks (tape or otherwise) from any other productions.

6. In addition, COMPANY requires **two quick-change booths** for dancers' fast wardrobe changes, one on Stage Right and one on Stage Left. These booths may be assembled with stock flats or pipe and drape or the equivalent, **PROVIDING THE MATERIALS USED PROVIDE OPACITY** to ensure privacy. The room should be approximately eight feet by six feet (8'-0" x 6'-0"). The space should be sufficient to accommodate two (2) chairs per quick change booth and should each have sufficient work light, a full-length mirror, a small table, a wardrobe rack and a carpet or rug for floor covering.

LABOR

This is a non-yellow card attraction.

The following is an **ESTIMATE** of the number of local crew needed for "MOTOWN WITH A TWIST." Actual numbers of personnel may vary depending on local circumstances. The estimates below are based on optimal loading and stage/backstage conditions. Please advise Production Manager of prevailing local rules (i.e. 4/8 hr. minimum, etc.)

If the local theatre and/or Union work rules require departmentalization, the crew count may be modified to accommodate these local rules. This may result in an increase in the size of the crew. COMPANY Production Manager or Technical Director shall establish the actual call in advance of the load-in date.

The Pre-Hang and Focus calls shall be established on a venue-by-venue basis, dependent upon availability and need. The pre-hang and focus must be performed on a day **PRIOR** to the Load-In. Exceptions may be made, at the discretion of The Stander Group, Inc. with at least two (2) weeks notice. It is important to advise COMPANY Production Manager and/or Technical Director of scheduling conflicts or potential conflicts, prior to our advance day, if advance day is booked with another act.

LOAD-IN

Load-In shall begin twelve (12) hours prior to the advertised curtain unless otherwise stipulated by COMPANY's Production Manager or Technical Director. A Sound Check and cast "spacing / technical rehearsal" will take place between the completion of the Load-In and the Show Call.

The following local personnel should be available at the beginning of the load-in:

- 1 - Flyman
- 1 - Rigger * (may not be needed - check with Production Manager or Technical Director)
- 1 - Lighting (console operator / moving light programmer)
- 2 - Electricians/ follow spot operators
- 2 - Deckhands
- 1 - Audio (A-1)
- 2 - FEMALE Wardrobe
- 1-2 - Audio Visual Technicians

In addition, we will require a RUNNER with a car to be available from the beginning of the load-in through the end of the load-out to make an emergency run to a costume shop or department store for replacement costume pieces or any of a myriad of last minute cast necessities, should the need arise.

(Labor Requirements continued on next page)

LABOR (Cont.)

SHOW CALL

- 1 - Flyman
- 1 - Lighting Console Operator
- 2 - Follow Spot Operators
- 2 - Deckhands
- 1 - Audio (A-1)
- 2 - FEMALE Wardrobe*
- 1 - Audio/Visual Technician

"MOTOWN WITH A TWIST" does not travel with any dedicated wardrobe personnel. The Production requires 2 (FEMALE) wardrobe personnel for running of the show, including dresser duties. A qualified wardrobe person will be needed to perform daily laundry and mending tasks and be available every show day (for all performance days). If local work rules require a wardrobe person for a show call, then laundry and mending will be done during this show call. Under no circumstances will the COMPANY pay for any Wardrobe day-work.

LOAD-OUT (should take 2 hours or less)

- 2 - Deckhands
- 2 - Wardrobe
- 1 - Flyman
- 1 - Rigger * (may not be needed - check with Production Manager or Technical Director)
- 1-2 - Audio/Visual Technicians

AUDIO

COMPANY does not travel with a microphone package or PA system. If there is not an appropriate in-house PA system, PRESENTER must provide and pay for the rental, installation and removal of appropriate sound equipment. The house PA must provide adequate sound amplification to all seats in the auditorium.

A modern stereo sound system of the highest quality is imperative. House PA must include the following:

- A. Eight (8) channels of microphone inputs
- B. IPOD / Laptop computer Input
- C. Effects Package
- D. On Stage Sound Monitors (call to discuss with Company Production Manager / T.D.)
- E. MINIMUM OF Seven (7) Handheld Wireless Microphones
- F. MINIMUM OF Seven (7) Mic Stands
- G. V.O.G. microphone at Stage Manager's FOH Call position (prefer switched SM-58 or similar).
- H. Clear-Com or RTS Headset system with a minimum of eight (8) drops (at least one) single-muff headset for Production Manager).

The show is performed to track, sourced from a laptop computer that travels with the show. Audio out is from the headphone jack (1/8" stereo mini). Feed should route through either a dual direct box or split and then fed through two individual direct boxes, and then into the house amplification system, left and right channels. All cables and adaptors should be provided locally.

The show requires two sets of monitors: One set of side-fills for the wings, immediately downstage of the mid-stage traveler, and one set of monitors for downstage. In the best scenario, the downstage monitors would be set just off the apron on the auditorium floor, on road cases or tables, so as not to obstruct the view of the stage floor from the orchestra seats. If this is impossible, they should then be set either in the wings, in one, or downstage of the proscenium, on the sides. Call for further details. The two sets of monitors require two separate mixes.

NOTE: COMPANY *may* require the loan of a boom box/CD player for rehearsals OR jacks to run laptop computer or iphone through house sound.

LIGHTING

1. The accompanying lighting plot(s) shall serve as a part of this rider, and the lighting equipment is required to be supplied in its entirety, including color and all materials required for the implementation of the lighting plot, by the local PRESENTER and documented as a local expense, or included in the PRESENTER's previously negotiated undocumented expenses, with any modifications approved by COMPANY's Production Manager or Technical Director. Should PRESENTER'S theatre require a licensed electrician to tie-in the electrical power needed, that required electrician shall be present at the beginning of the pre-hang & focus call, and the expense for his services shall be paid by PRESENTER.
2. The lighting plan shall be installed and focused on a day BEFORE the first public performance by the COMPANY. Any conflicts of this clause must be approved prior to the COMPANY's arrival by the COMPANY's Production Manager or Technical Director, and may then dramatically alter the labor call for the day of the first performance.
3. A rolling lift or ladder capable of reaching and rolling at a safe working height equivalent to the height of the lighting equipment shall be available for focusing the lighting plot (as provided) on the day of the lighting Pre-Hang and Load-In. If lift / ladder is not normal "house equipment" then PRESENTER will provide lift / ladder for run of show to facilitate maintenance. The lift / ladder MUST be able to move across stage at focus height.
4. The accompanying plot is based upon 96 dimmers of 2.4kw capacity. In addition, the plot is based upon utilizing ETC instruments with 575 watt lamps. Barrel size and specifications vary per venue. If substitutions are made, it is imperative that PRESENTER's in-house Lighting Designer or Master Electrician re-calculate dimmer assignments and capacities.
5. A small rental package of 6 to 8 moving lights will need to be rented, if appropriate gear is not available in venue's inventory. Contact Production Office for details.
6. A small rental package of 6 to 8 LED Pars (Similar to Color Kinetics Color Blast or Blizzard Hot Box) will need to be rented, if appropriate gear is not available in venue's inventory. Contact Production Office for details
7. F.O.H. units should throw an 8'-0" to 10'-0" circle on plaster line. F.O.H is not drawn to scale.
8. The show requires two follow-spots and two competent, experienced operators. If the instruments burns at 5600K, please have available some 5600K-to-3200K color correction gel. Spots should be in first-class working condition (irises, shutters and color frames) and should project bright, clear beams of *equal intensity*. If necessary, please replace the lamps, as our show is heavily dependent upon the follow spots.

(Lighting requirements continued on next page)

LIGHTING (Cont.)

In addition, follow spots should have the following basic colors (or equivalent) preloaded in the following order: Frame 1: R-33; Frame 2: R-60; Frame 3: R-02; Frame 6: R-132

9. The show requires a Mirror Ball. Please limit Mirror Ball to no more than 24" in diameter, as a larger unit may have clearance difficulty when flying in and out. The Mirror Ball should attach to the motor via a 6'-0" length of 6" EMT, painted or taped black in color. This holds the ball steadier when flown in, but not spinning. The motor should revolve

10. Boom Positions shall be created using 40lbs boom bases and 8 foot sections of Sch 40 pipe or of a similar build (8 booms total), Boom placement will vary per venue.

11. An Up stage Ground Row at the base of the cyclorama is to be created of 6-8 Chroma Q Color Force 48/72 LED strip lights, or similar units.

Please contact Adam Honore' at (972) 352-7329 or Honorelighting@gmail.com to discuss specifics.

SCENIC

NOTE: It is essential that PRESENTER forward complete technical information of the proposed venue prior to any assumption that COMPANY has approved the venue. **This information must include a scale floor plan of the stage, a rigging plan, a floor plan of the hall, and side elevations of the stage and complete theatre.**

2. PRESENTER shall provide adequate masking to mask the backstage area from the view of all audience members. Any masking problems must be pre-approved by COMPANY's Production Manager or Technical Director.
3. The COMPANY will also require the use of a full-stage white cyclorama. A 4'-0" wide crossover (or something reasonably close) will be needed upstage of the cyc. A full-weight blackout stage drape should be hung immediately upstage of the cyc to minimize cyc movement as cast members pass through the crossover. A hallway immediately upstage of the backstage wall of the stage house will serve, providing it is in the same physical structure as the stage house.
4. Production requires safe and secure steps with handrails leading from the stage down into the auditorium. We require two sets of steps, one left and one right.
5. Production requires two (2) LeMaitre Haze Masters (or commensurate) and haze fluid to create a water-based haze effect. In addition, two (2) fans are required to distribute the haze, and two 5'-0" to 6'-0" stands on which to place the foggers. Include sufficient DMX cable to gang the units together (from SL to SR, in one) and support gear to tie the units' control into the house lighting console.
6. Additional scenic elements will be provided as agreed upon by PRODUCTION and PRESENTER.

7. PLATFORMS:

Company requires Presenter to furnish, at Presenter's sole cost and expense, industry standard staging platforms to create a single addition level at the upstage rear of the stage.

NOTE: Actual width dependent on stage width. Contact Production Manager to confirm size of platform. (see attached diagram)

- PLATFORM CONFIGURATION/DIMENSIONS:

A. 9 @ 4'-0" x 8'-0" Platforms at 4'-0" Tall which are assembled to be 36'-0" Wide by 8'-0" Deep by 4'-0" Tall

OR

B. A Platform Unit that is 36'-0" Wide by 8'-0" Deep by 4'-0" Tall

The second option allows your house to choose how you wish to assemble the unit.

NOTE: Platforms should be set up before the day of the show. Consult with show Technical Director in advance to discuss Platform configuration and schedule of installation.

- STAIRS OFF PLATFORM & AUDIENCE STAIRS

These should be to OSHA Standards:

- 2 @ Presentable Staircases 4' - 0" wide with OSHA approved rise and run (these run off each platform downstage toward audience on stage left and right of the platform) - with staircase railing
- 2 @ Off-stage Escape Staircases at least 3'-0" wide with OSHA approved rise and run - with staircase railing
- 2 @ Staircases into the House of the Audience off the Stage Level - with staircase railing

OSHA = United States Occupational Safety and Health Administration

- SKIRTING ON FRONT OF PLATFORM REQUIRED

All black - or sparkled

Please guarantee that this set will fit comfortably into your space before booking.

PROPS

The COMPANY requires the following items to be supplied by PRESENTER:

1. 4 microphone stands with holders
2. 1 Black barstool
3. 1 Clean custodial mop
2. 1 Rotating Mirror Ball (see description under "LIGHTING")

AUDIO-VISUAL

The Production utilizes projections throughout the show. These projections will be displayed on the cyclorama.

The projections are generated by a Macbook Pro laptop computer which travels with the show. Production requires Presenter to provide and pay for the following A/V components, and A/V Technician(s) to install and adjust them:

1) A Video Projector or Projectors (to be determined according to the size of the auditorium). If determined that a single projector will suffice, a **MINIMUM 12K lumens** unit is required. Lens size should be sufficient to generate an image that covers the ENTIRE CYC.

PLEASE NOTE: The positioning of the projector and lens size are vitally important. The projector should be hung from a downstage batten in order to project above the heads of the onstage performers. A wide-angle lens is mandatory.

A projector mounted on a balcony rail or from a booth at the rear of the house is NOT a viable option.

2) If multiple units are determined to be required, a convergence unit or edge blender will also be required. Projector(s) should be installed, aligned, focused and completely operational not later than the beginning of load-in.

3) A scan converter for image adjustment *may* also be required.

4) Cabling of sufficient length to reach from the projector(s) to a control position in F.O.H. Please bear in mind that any run over 150'-0" must be digital to avoid signal loss.

5) Again, depending upon each individual application, a switcher *may* also be required.

PLEASE CALL for more details and clarification.

WARDROBE

The COMPANY requires use of a clothing washer and dryer, steamer(s), ironing board and iron.

Additionally, COMPANY requires:

- six (6) rolling wardrobe racks
- approximately 250 clothing hangers (\pm 200 for shirts/jackets & \pm 50 with trouser clips)
- Twenty (20) clean, white bath towels and twenty (20) clean white hand towels per performance
- 2 **FEMALE** wardrobe personnel

WARDROBE PERSONNEL: The load-in is normally accomplished by two (2) personnel in a four-hour call. They will sort, launder (if needed), mend, hang, steam, press and otherwise prep the show's wardrobe. When wardrobe is prepped, it can be hung in a central location, and cast will be responsible for distributing it to their dressing rooms and quick-change booths. After a scheduled break, they will return for the show call and assist in dresser duties (as needed) during the run of the show. In addition, they will be required to assist with packing up and load-out. All laundry and mending will be done during the load-in and/or show call.

NOTE: For multi-performance engagements, laundry will need to be washed, dried and steamed or pressed as needed after the show each night, or before company arrival for the show the following day.

A more specific schedule will be determined and confirmed with COMPANY Production Manager or Technical Director prior to COMPANY arrival. Under no circumstances will the COMPANY pay for Wardrobe day-work.

HOSPITALITY

PRESENTER shall provide the following hospitality as a local documented expense. COMPANY requests the PRESENTER to provide first quality refreshments for the best performance. Specifics will be forwarded by the COMPANY'S Company Manager.

LOAD IN HOSPITALITY:

When Load-In begins: (Please consult with Company Manager for set-up schedule.) Orange juice, bagels with cream cheese, fresh brewed coffee/tea with honey, bottled water for the full crew; a complement of fresh fruit and snacks.

CATERING

PRESENTER shall provide a hot meal on Load-In/Tech and matinee performance days.

1. PERSONNEL: The number of people to be served (COMPANY and staff combined) is 27 people.
2. FOOD PREFERENCES: simple grilled chicken, lemon or marsala sauces and vegetarian dish for 4 people. NO SPICY, TOMATO OR CREAM SAUCES. Vegetables, salad with dressing, white rice or potatoes, desserts, drinks (coffee, water, sodas). Please have 2 vegetarian entrees and 2 lactose free, vegetarian entrees. Verify all menus with COMPANY MANAGER before show date.

In addition, PRODUCTION MANAGER requests information regarding local restaurants.

SHOWTIME HOSPITALITY

1. WATER:
 - FOR REHEARSALS: MUST HAVE 24 bottles (small bottles are acceptable) of water on each side of stage
 - FOR EVERY PERFORMANCE: MUST HAVE 24 bottles (small bottles are acceptable) of water on each side of stage.
2. TOWELS: 10 towels on each side for every performance (both water and towels placed on table near quick change area).
3. FOOD HOSPITALITY (for rehearsals and each showtime): Fresh cut fruit plate, vegetable plate, sandwich fix-ins (whole wheat bread, turkey, tuna, ham, lettuce and tomato, mayonaisse and mustard), cashews, hummus and pita chips, 6 hard boiled eggs, hot water, assorted teas, honey, sodas, coffee presented in a centrally located area.

TRANSPORTATION

Local PRESENTER agrees to provide all local transportation for COMPANY performers and personnel including, but not limited to the following: Transportation to and from the airport and to and from the theatre. Ground transportation must also be provided for COMPANY performers for any press appointments, interviews or appearances.

Vehicle(s) to accommodate 20 people is/are required, including their personal luggage, plus 3 to 6 Production wardrobe bags.

If, for any reason, COMPANY does NOT utilize Presenter's local ground transportation, and instead arranges for such transportation privately and independently, the venue's actual budgeted cost of providing said local ground transportation shall be credited to the Production in the final settlement.

ACCOMMODATION

PRESENTER shall provide and pay for seven (7) double rooms (two double/queen beds per room) and eleven (11) single rooms (kings preferred) in a First Class Hotel for cast & crew.

Company requests and prefers a facility with an on-premises restaurant and twenty-four hour room service available. Or restaurants have to be accessible within walking distance of hotel.

In each and every instance, Presenter shall provide at Presenter's sole expense accommodations as outlined above for a MINIMUM of two (2) nights, commencing on the day immediately prior to the day of the first performance and concluding midday following the night of the final performance.

If, owing to touring or travel schedules, or for any other reason, COMPANY does not utilize Accommodations as outlined above, the venue's actual budgeted cost of providing said accommodations shall be credited to the Production in the final settlement.

COMPLIMENTARY TICKETS

PURCHASER agrees to provide COMPANY with Twenty (20) complimentary house seats for each show. Should these tickets not be used, they will be released one hour prior to show time on the day of the engagement.

LOCAL MEDICAL CONTACTS

Please furnish the COMPANY with the names of a General Practitioner, Orthopedic Specialist, Chiropractor, Therapist and **Emergency Medical Facility**. The COMPANY may also be looking for a local masseur, and would appreciate personal recommendations from PRESENTER or other local personnel.

ADDITIONAL INFORMATION

- Running Time** - "MOTOWN WITH A TWIST" plays in two acts with a 15-20 minute intermission. Act One runs approximately fifty minutes. Act Two runs approximately forty-five minutes.
- Late Seating** - Late seating is permitted, but COMPANY requests the discretion of the house staff in accommodating late-arriving patrons at appropriate intervals during the show.
- Merchandise/ Meet and Greet** - COMPANY will sell merchandise and meet and greet tickets in conjunction with the Performance. COMPANY will need a seller and table.
- Shipping** - Depending on Tour Schedule, COMPANY may require assistance in shipping and receiving. Such assistance may include but not be limited to receiving a shipment of wardrobe in advance of COMPANY arrival; arranging and coordinating pick-up with COMPANY's designated carrier for shipment of wardrobe to next venue, or back to production office; etc.
- Security** - PRESENTER shall guarantee security of all COMPANY equipment and personal belongings from load-in to the conclusion of the load-out period.

CONTACT INFORMATION

Please send all required information to the "MOTOWN WITH A TWIST" Production Office at the following address:

**THE STANDER GROUP
4533 Van Nuys Blvd.
Suite #401
Sherman Oaks CA 91403
Phone: 818-905-7000
Fax: 818-990-0582
Scott Stander: scott@scottstander.com**

AGREED TO AND ACCEPTED:

Signed by:
(Presenter) _____

Print Name: _____

Print Title: _____

Organization: _____

Date: _____

The Stander Group Inc. (Company)

Signed by: _____

LOCAL CONTACTS

PLEASE PROVIDE CONTACT INFORMATION FOR THE FOLLOWING VENUE
PERSONNEL (EMAIL, CELL PHONE, OFFICE PHONE)

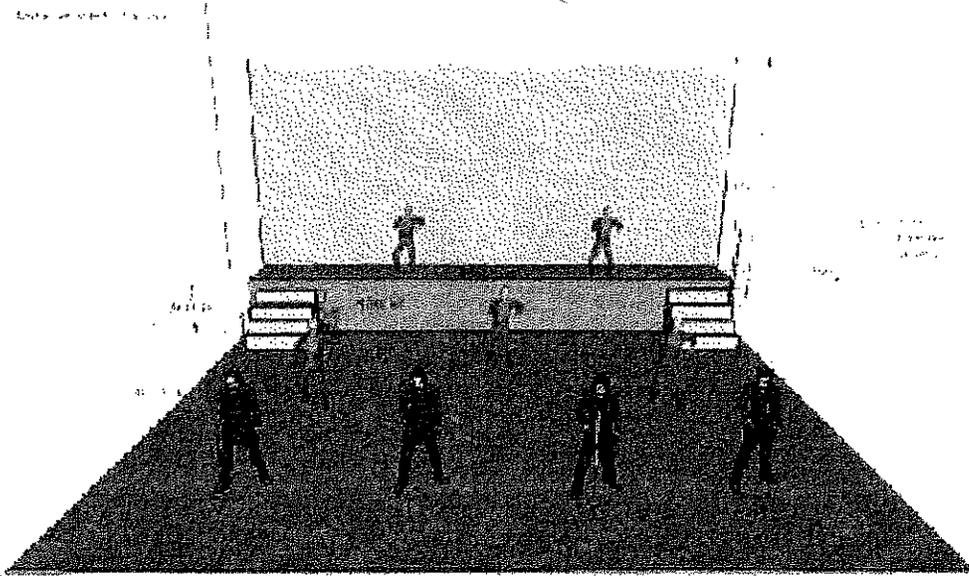
NAME	EMAIL ADDRESS	PHONE
1. Artistic Director		
2. General Manager		
3. House Manager		
4. PR & Marketing Manager		
5. Playbill Coordinator		
6. Technical Director		
7. Lighting Designer		
8. Audio Engineer		

PLEASE COMPLETE THESE PAGES AND RETURN TO "DANCE TO THE
HOLIDAYS" PRODUCTION OFFICE

NAME	ADDRESS	PHONE
1. General Practitioner (MD)		
2. Orthopedic Specialist		
3. Chiropractor		
4. Physical or Massage Therapist		
5. Closest Hospital		
6. Closest Urgent Care Facility		
7. Nearest Gym		
8. Nearest Post Office		
9. Nearest FedEx Location		
10. Cast Hotel		
11. Ground transportation company		
12. Local taxi company		
13. Local catering company		

MOTOWN WITH A TWIST - 19 of 20
Tech Rider - 05/15/19

MOTOWN WITH A TWIST - 20 of 20
Tech Rider - 05/15/19



CITY OF OCEAN CITY
 CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

07

**AUTHORIZING THE CHANGE ORDER #1 TO CITY CONTRACT #19-33,
 2019 ROAD IMPROVEMENT AT VARIOUS LOCATIONS – MIDTOWN ROAD IMPROVEMENTS**

WHEREAS, specifications were authorized for advertisement by Resolution #19-56-039 on Thursday, September 12, 2019 for City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, September 18, 2019, the Notice to Bidders was posted on the City of Ocean City’s website @ www.ocnj.us and the specifications were distributed to eighteen (18) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements on Thursday, October 17, 2019 and six (6) bid proposals were received per attached Summary of Bid Proposals; and

WHEREAS, Vincent C. Orlando, P.E., P.P., Engineering Design Associates, P.A.; George J. Savastano, Business Administrator; Vincent Bekier, Director of Community Operations & Engineering; Rachel N. Ballezzi, Project Coordinator; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and recommend that City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements be awarded to Landberg Construction, LLC, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvement on October 24, 2019 by Resolution #19-56-080 to **Landberg Construction. LLC 82 Tuckahoe Road, Dorothy, NJ 08317** in the amount of \$2,671,217.90; and

WHEREAS, Vincent C. Orlando, P.E., P.P., Engineering Design Associates, P.A.; George J. Savastano, P.E, Business Administrator; Vincent S. Bekier, Director of Community Operations & Engineering; Rachel N. Ballezzi, Project Coordinator; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #1 to City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements is correct as follows:

Change Order #1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Increase - Supplemental Work				
S-1.	F&I Inlet Frame/Gate	8 Units	\$ 600.00	\$ 4,800.00
S-2.	Additional Depth of 12” HDPE	148 LF	\$ 20.00	\$ 2,960.00
Total Amount of Supplemental Work				\$ 7,760.00
Extra Work				
20.	Connect to Existing Storm Sewer	14 Units	\$ 700.00	\$ 9,800.00
Total Amount of Extra Work				\$ 9,800.00
Total Amount of Increases including Supplemental & Extra Work				\$ 17,560.00
Decrease in Work				
<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Reduction in Work				
22.	Inlets Type “A”	8 Units	\$ 3,400.00	(\$ 27,200.00)
Total Amount of Reduction in Work				(\$ 27,200.00)
Total Amount of decreases including Reduction in Work				(\$ 27,200.00)
Total Amount of Change Order #1 to City Contract # 19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements				(\$ 9,640.00)

CITY OF OCEAN CITY
 CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

WHEREAS, the newly adjusted contract cost including Change Order #1 is \$2,661,577.90 an decrease of (\$9,640.00) to the original contract and a 0.36% percent decrease in the total for City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 in the amount of (\$9,640.00) (P.O. #19-03238) for City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements; and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the net amount of (\$9,640.00) to City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements (P.O. #19-03238) to Landberg Construction, LLC 82 Tuckahoe Road, Dorothy, NJ 08317 to be charged to the following Capital Account # C-04-55-310-011.

CERTIFICATION OF FUNDS



 Frank Donato III, CMFO
 Director of Financial Management

 Peter V. Madden
 Council President

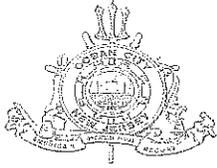
Files: RESCO#119-33 2019 RD Impv.-Midtown.docx

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of, 2020

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

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



CITY OF OCEAN CITY
AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: Joseph Clark, Purchasing Manager
FROM: Vince Bekier, Director of Operations & Engineering
DATE: February 21, 2020
RE: CHANGE ORDER NO. 1
2019 Road Improvements at Various Locations - Midtown Road Improvement
Area around 24th Street - 30th Street East of West Ave
Project #: 19-33

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 1 on the Thursday, March 12, 2020 City Council Agenda. This request for change is to adjust contract quantities to as-builts quantities due to field conditions.

The request for change is to adjust contract quantities to as-built quantities due to field conditions. 8 existing inlets were tied into with newly installed pipe and F&I inlet frame/grates were installed on existing inlets. The city will receive a credit for all 8 proposed inlets that were not installed. The result for changes to the original contract are as follows:

This change order includes the need for additional materials to reflect the as-builts and to make necessary improvements:

F&I INLET FRAME/GRATE	8 UNIT
ADDITIONAL DEPTH OF 12" HDPE (ADD'L 1-2' DEEP)	148 LF
CONNECT TO EXISTING STORM SEWER	14 UNIT

The changes also include the reduction of materials to reflect the as-builts	
INLETS TYPE "A"	8 UNITS

This change order represents a total current contract amount net change of (\$9,640.00) or -0.36%



CITY OF OCEAN CITY, ENGINEERING DIVISION
 2019 Road Improvements at Various Locations - Midtown Road Improvement

CHANGE ORDER NO. 1
 FILE NO. 19-33

PURCHASE ORDER #
 19-03238

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

REASON FOR CHANGE:
 MATERIALS NEEDED TO ADVANCE 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 CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S-1	F&I INLET FRAME/GRATE	8	UNIT	\$600.00	\$4,800.00
	S-2	ADDITIONAL DEPTH OF 12" HDPE (ADD'L 1-2' DEEP)	148	LF	\$20.00	\$2,960.00
SUBTOTAL:						\$7,760.00
EXTRA	20	CONNECT TO EXISTING STORM SEWER 0	14	UNIT 0	\$700.00	\$9,800.00
					\$0.00	
SUBTOTAL:						\$9,800.00
REDUCTION	22	INLETS TYPE "A" 0	8	UNITS 0	\$3,400.00	\$27,200.00
					\$0.00	
SUBTOTAL:						\$27,200.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	(\$9,640.00)	MATERIALS NEEDED TO ADVANCE PROJECT STATUS		
2				
3				
4			+ SUPPLEMENTAL	\$7,760.00
5			+ EXTRA	\$9,800.00
6			- REDUCTIONS	\$27,200.00
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	(\$9,640.00)
10				

ORIGINAL CONTRACT AMOUNT	\$2,671,217.90
AMENDED CONTRACT AMOUNT	\$2,661,577.90
TOTAL CONTRACT CHANGE (AMOUNT)	(\$9,640.00)
TOTAL CONTRACT CHANGE (PERCENT)	-0.36%

ACCEPTED BY:

 LANDBERG CONSTRUCTION LLC DATE

APPROVED BY:

 PROJECT MANAGER DATE

 MUNICIPAL ENGINEER DATE

 PURCHASING AGENT DATE

 CHIEF FINANCIAL OFFICER DATE

LANDBERG CONSTRUCTION LLC

February 17, 2020

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

Attn: Mr. Roger Rinck

Re: Ocean City Road Improvements at Various Locations Midtown 19-33
Change Order Request No. 2 REVISED

Mr. Rinck,

Below, please find our proposal for various storm sewer related items.

Proposal

Item 20	Connect to Existing Storm Sewer	14 UN @ \$700.00/UN
S-1	Furnish and Install Inlet Frame/Grate	8 UN @ \$600.00/UN
S-2	Add'l Depth of 12" HDPE (1-2' Deeper)	148 LF @ \$20.00/LF

TOTAL: \$17,560.00

Deducts
Item 8 A Inlet

8 UN @ \$3,400.00

TOTAL: (\$27,200.00)

GRAND TOTAL: (\$9,640.00)

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

Sincerely,



Mike Landberg
Vice President

RESOLUTION

**AUTHORIZING CHANGE ORDER #1 TO CITY CONTRACT #19-26 R-1,
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 R-1, 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 and the specifications was posted on the City of Ocean City's website @ www.ocnj.us and the specifications were distributed to one (1) prospective bidders 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, Inc.; Eric Rosina, Vice President, Act Engineers, Inc.; Junetta Dix, Director of Environmental Services, Act Engineers, Inc.; Travis Merritts, P.E. Project Manager, Act Engineers, Inc.; George J. Savastano, Business Administrator; Dorothy F. McCrosson, Esquire, City Solicitor; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, Purchasing Manager reviewed the six (6) bid proposals and specifications and determined that all bid proposals be rejected based on an error in the notification of addenda to all potential bidders per N.J.S.A. 40A:11-23 (c) (2) & (d); and

WHEREAS, the City Council of Ocean City, New Jersey rejected City Contract #19-26, Back Bay Mechanical Dredging - North on Thursday, August 22, 2019 per Resolution #19-56-022; and

WHEREAS, specifications were authorized for advertisement by Resolution #19-56-022 on Thursday, August 22, 2019 for City Contract #19-26 R-1, Back Bay Mechanical Dredging - North; and

WHEREAS, the Notice to Bidders for City Contract #19-26 R-1, Back Bay Mechanical Dredging - North was advertised in the Ocean City Sentinel on Wednesday, August 28, 2019, the Notice to Bidders was posted on the City of Ocean City's website @ www.ocnj.us and was distributed to eleven (11) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #19-26 R-1, Back Bay Mechanical Dredging - North on Tuesday, September 10, 2019 and three (3) bid proposals were received per the attached Summary of Bid Proposals; 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; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, Purchasing Manager have reviewed the bid proposals and specifications and recommend that City Contract #19-26 R-1, Back Bay Mechanical Dredging - North be awarded to Charter Contracting Company, Inc., the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #19-26 R-1, Back Bay Mechanical Dredging - North on September 29, 2019 by Resolution #19-56-055 to **Charter Contracting Company, 500 Harrison Avenue – Suite 4R, Boston, MA 02118** in the amount of \$1,411,470.00; and

WHEREAS, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers, Inc.; Eric Rosina, Vice President, Act Engineers, Inc.; Junetta Dix, Director of Environmental Services, Act Engineers, Inc.; Travis Merritts, P.E. Project Manager, Act Engineers, Inc.; George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Community Operations & Engineering; Rachel N. Ballezzi, Project Coordinator; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified change order #1 to City Contract #19-26 R-1, Back Bay Mechanical Dredging - North is correct as follows:

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Change Order #1

Decrease in Work

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Reduction in Work				
S-1	SMA Offloading Modification to Route 52 CDF	1 Lump Sum	\$ 395.00	(\$ 395.00)
Total Amount of Reduction in Work				(\$ 395.00)

Total Amount of Decreases including Reduction in Work **(\$ 395.00)**

Total Amount of Change Order #1 to City Contract #19-26 R-1, Back Bay Mechanical Dredging - North **(\$ 395.00)**

WHEREAS, the newly adjusted contract cost including Change Order #1 is \$1,411,075.00 a decrease of \$395.00 to the original contract and a 0.03% percent decrease in the total for City Contract #19-26 R-1, Back Bay Mechanical Dredging - North; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 in the amount of (\$395.00) (P.O. #19-02978) for City Contract #19-26 R-1, Back Bay Mechanical Dredging - North; and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the net amount of (\$395.00) to City Contract #19-26 R-1, Back Bay Mechanical Dredging - North (P.O. #19-02978) to Charter Contracting Company, 500 Harrison Avenue – Suite 4R, Boston, MA 02118 to be charged to the following Capital Account # C-04-55-307-101.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

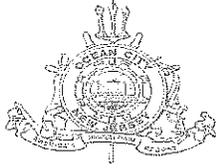
Files: RESCO#1 19-26 R-1 Back Bay Mechanical Dredging-North.docx

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020

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

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



CITY OF OCEAN CITY
AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: Joseph Clark, Purchasing Manager
FROM: Vince Bekier, Director of Operations & Engineering
DATE: February 20, 2020
RE: CHANGE ORDER NO. 1
BACK BAY MECHANICAL DREDGING - NORTH

Project #: 19-26 R-1

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 1 on the Thursday, March 12, 2020 City Council Agenda. This request for change is to adjust contract quantities to as-builts quantities due to field conditions.

Based on the recommendations attached from ACT Engineers and Anchor QEA, the city approves the request for a change order:

The changes include the reduction of materials to reflect the as-builts
SMA OFFLOADING MODIFICATION TO RT 52 CDF 1 LUMP SUM

This change order represents a total current contract amount net change of
(\$395.00) or -0.03%

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



CITY OF OCEAN CITY, ENGINEERING DIVISION
 BACK BAY MECHANICAL DREDGING - NORTH

PURCHASE ORDER #
 19-02978

CHANGE ORDER NO. 1
 FILE NO. 19-26 R-1

CONTRACTOR:
 CHARTER CONTRACTING COMPANY
 500 HARRISON AVE, SUITE 4R
 BOSTON, MA 02118

REASON FOR CHANGE:
 SMA OFFLOADING MODIFICATION TO RT 52 CDF

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

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

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	0			0	\$0.00	
	0			0	\$0.00	
					SUBTOTAL:	\$0.00
EXTRA	0			0	\$0.00	
	0			0	\$0.00	
					SUBTOTAL:	\$0.00
REDUCTION	S-1	SMA OFFLOADING MODIFICATION TO RT 52 CDF	1	LUMP SUM	\$395.00	\$395.00
					SUBTOTAL:	\$395.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	(\$395.00)	SMA OFFLOADING MODIFICATION TO RT 52 CDF		
2			+ SUPPLEMENTAL	\$0.00
3				
4			+ EXTRA	\$0.00
5				
6			- REDUCTIONS	\$395.00
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	(\$395.00)
10				

ORIGINAL CONTRACT AMOUNT

\$1,411,470.00

AMENDED CONTRACT AMOUNT	\$1,411,075.00
TOTAL CONTRACT CHANGE (AMOUNT)	(\$395.00)
TOTAL CONTRACT CHANGE (PERCENT)	-0.03%

ACCEPTED BY:

CHARTER CONTRACTING COMPANY DATE

APPROVED BY:

PROJECT MANAGER DATE

MUNICIPAL ENGINEER DATE

PURCHASING AGENT DATE

CHIEF FINANCIAL OFFICER DATE

C.O. TITLE: SMA Offloading Modification to Route 52 CDF

DATE: 1/10/2020

PROJECT NAME: City Contract No. 19-26 R-1: 2019 Back Bay Mechanical Dredging - North

CONTRACTOR: Charter Contracting

PROJECT NO: 19-26 R-1

OWNER: City of Ocean City

Change Order Description:

City of Ocean City Contract No. 19-26 R-1 requires material dredged under this contract to be offloaded at the provided Sediment Management Area (SMA) located at the Waterfront Park & Marina as shown on the Contract Drawings. As Charter Contracting is performing both 2019-20 dredging contracts, the other being City Contract No. 19-27 (2019 Back Bay Mechanical Dredging – Central) which requires offloading of dredged material removed under that contract at the Route 52 CDF, Charter Contracting has requested to utilize the Route 52 CDF for offloading and processing material dredged under Contract No. 19-26 R-1 in lieu of the SMA. Charter’s Change Order Request #1 for Contact No. 19-26 R-1 is included as Attachment 1.

The Contract is Modified as Follows:

Contract No. 19-26 R-1 required the contractor to conduct set-up of the SMA prior to utilizing the area for dredged material offloading. For Charter to be approved to utilize the Route 52 CDF for offloading of dredged material under this contract, the City is due a credit for the costs of the SMA set-up. Charter’s accepted Schedule of Values providing breakdown for lump sum costs as part of Contract No. 19-26 R-1 is included as Attachment 2 and details a cost of \$395 for SMA set-up. Accordingly, the lump sum price of \$77,645 for Bid Item No. 002 – SMA Modifications and Controls shall be reduced by \$395. ACT-Anchor recommends acceptance of Change Order #1 and the Contract 19-26 R-1 contract value to be adjusted as follows.

Original Contract Amount:	\$1,411,470.00
Current Contract Amount:	\$1,411,470.00
Amount of this Change:	(-\$395.00)
Revised Contract Amount:	\$1,411,075.00

Contract time is: Unchanged Increased Decreased Work Days Cal. Days

Approved By (Not valid until signed by Owner)

Approval Recommended - Project Engineer

Travis Merritts
(Print name)

Travis Merritts
Signature

1/10/2020
Date

Approved by Owner

George Savastano
(Print name & title)

Signature

Date

Contractor

Sean McCann
(Print name & title)

Sean McCann
Signature

1/20/2020
Date



Ltr 2-1770-03
January 6, 2020

Via Electronic Mail: tmerritts@anchorqea.com

City of Ocean City Purchasing Department
861 Asbury Ave
Ocean City, NJ 08226

Attn: Mr. Travis Merritts, PE
Construction Manager
Anchor QEA, LLC

RE: Ocean City Mechanical Dredge 2019 - North
City of Ocean City
Contract No. 19-026R1

Sub: Potential Change Order #01 – Request to Utilize Route 52 CDF as Unloading/Transfer Location

Mr. Merritts:

Charter Contracting Company (Charter) is hereby requesting a Change Order be issued allowing the Contractor to utilize the Route 52 CDF as the unloading facility for this project. This facility is under the control of Charter through the issuance of Contract 19-27 by the City of Ocean City and already permitted as an unloading facility for the dredged material being removed under this Contract. For this change, Charter proposes the following cost adjustments:

Item No	Bid Item Description	Bid Quantity	Bid Value	Adjusted Quantity	Adjusted Value
002	SEDIMENT MANAGEMENT AREA MODIFICATIONS & CONTROLS	1 LS	\$77,645.00	-1 LS	-\$77,645.00
007	SOIL EROSION & SEDIMENT CONTROLS AT RT 52	N/A	N/A	1 LS	\$77,250.00
NET CHANGE IN CONTRACT					-\$395.00

Therefore, please issue a Change Order to incorporate this change and the associated cost changes. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me at (857) 206-0278.

Thank you,

Sean McCann
Sr. Project Manager

Attachment 2. Contract No. 19-26 R-1
Schedule of Values

Attachment 1. Charter Contracting Change Order Request #1

RESOLUTION

AUTHORIZING CHANGE ORDER #2, THE FINAL ACCEPTANCE & FINAL PAYMENT OF CITY CONTRACT #18-09, 2018 ROAD IMPROVEMENT PROGRAM – PHASE 1

WHEREAS, specifications were authorized for advertisement by Resolution #18-54-234 on Thursday, September 13, 2018 for City Contract #18-09, 2018 Road Improvement Program - Phase 1; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, October 22, 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 ten (10) prospective bidder(s) for City Contract #18-09, 2018 Road Improvement Program - Phase 1; and

WHEREAS, bid proposals were opened for City Contract #18-09, 2018 Road Improvement Program - Phase 1 on Tuesday, October 2, 2018 and five (5) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #18-09, 2018 Road Improvement Program - Phase 1 be awarded to South State, Inc., the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #18-09, 2018 Road Improvement Program - Phase 1 on Thursday, October 11, 2018 by Resolution #18-54-360 to **South State, Inc., P.O. Box 68, Bridgeton, NJ 08302** in the amount of \$1,914,316.40; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #18-09, 2018 Road Improvement Program - Phase 1 on Thursday, February 28, 2019 by Resolution #19-55-187 to South State, Inc., P.O. Box 68, Bridgeton, NJ 08302 in the net amount of (\$17,238.76) resulting in a newly adjusted total of \$1,897,077.64; and

WHEREAS, George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Community Operations & Engineering; Rachel N. Ballezzi, Project Coordinator; 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 #2 and 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 #18-09, 2018 Road Improvement Program - Phase 1 as follows:

Change Order #2

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Increase - Supplemental Work				
S-2.	Water Main Offsets	4 Units	\$ 1,500.00	\$ 6,000.00
S-3.	CMP Grouting	1 Lump Sum	\$ 27,884.08	\$ 27,884.08
S-4	1" Water Services (14 Units)	1 Lump Sum	\$ 9,269.94	\$ 9,269.94
S-5	Water Main Blow Offs	1 Lump Sum	\$ 3,747.50	\$ 3,747.50
S-6	Hydorseeding Topsoiled Areas	1 Lump Sum	\$ 3,902.62	\$ 3,902.62
S-7	Reset Existing DIP (14" & 18")	1 Lump Sum	\$ 14,161.25	\$ 14,161.25
S-8	Stormwater Manhole	1 Lump Sum	\$ 8,567.88	\$ 8,567.88
S-9	Replace 12" HDEP FOR 12" DIP	1 Lump Sum	\$ 6,258.68	\$ 6,258.68
S-10	SJ Gas Paving	1 Lump sum	\$ 76,020.75	\$ 76,020.75
Total Amount of Supplemental Work				\$ 155,812.70

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Change Order #2

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Extra Work				
4	I-8 Soil Aggregate	115 CY	\$ 20.00	\$ 2,300.00
6	Pulverized Soil Aggregate Base Course, Road Mixed, 6" Thick	824 CY	\$ 7.00	\$ 5,768.00
7	HMA Profile Milling	1,289 SY	\$ 4.00	\$ 5,156.00
8	HMA Milling, 3" to 6"	2,032 SY	\$ 7.00	\$ 14,224.00
9	Hot Mix Asphalt Base Course Mix 19M64, 3" Thick	949 SY	\$ 14.00	\$ 13,286.00
12	Open Graded Friction Course, 4" Thick	15 SY	\$ 25.00	\$ 375.00
15	18" HDP Culvert Pipe	33 LF	\$ 80.00	\$ 2,640.00
16	24" HDP Culvert Pipe	4 LF	\$ 150.00	\$ 600.00
17	48" HDP Culvert Pipe	104 LF	\$ 250.00	\$ 26,000.00
21	12" Ductile Iron Culvert Pipe Class 52	32 LF	\$ 90.00	\$ 2,880.00
24	Connect to Existing Storm Sewer	21 Units	\$ 500.00	\$ 10,500.00
27	Inlet Type "E"	4 Units	\$ 5,000.00	\$ 20,000.00
30	Reset Existing Casting	3 Units	\$ 400.00	\$ 1,200.00
31	Reset Valve Box	30 Units	\$ 25.00	\$ 750.00
32	Concrete Gutter 8" Thick	33 SY	\$ 82.50	\$ 2,722.50
33	Concrete Sidewalk 4" Thick	261 SY	\$ 74.25	\$ 19,379.25
34	Concrete Driveway 6" Thick	131 SY	\$ 81.00	\$ 10,611.00
36	8"x18" Concrete Vertical Curb	1,822 LF	\$ 27.00	\$ 49,194.00
41	Turf Repair Strip	381 LF	\$ 1.00	\$ 381.00
Total Amount of Extra Work				\$ 187,966.75

Total Amount of Increases including Supplemental & Extra Work **\$ 343,779.45**

Decrease in Work

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Reduction in Work				
3	Excavation, Unclassified	114 CY	\$ 15.00	(\$ 1,710.00)
5	Dense Graded Aggregate Base Course 6" Thick	3,768 Tons	\$ 2.50	(\$ 9,420.00)
10	Hot Mix Asphalt Surface Course, Mix 9.5M64	316 Tons	\$ 90.00	(\$ 28,440.00)
11	Hot Mix Asphalt Surface Course, Mix 9.5 M64, 1 1/2" Thick	3,396 SY	\$ 8.45	(\$ 28,696.20)
20	8" Ductile Iron Culvert Pipe, Class 52	100 LF	\$ 80.00	(\$ 8,000.00)
22	15" Ductile Iron Culvert Pipe Class 52	7 LF	\$ 100.00	(\$ 700.00)
26	Inlets, Type "A"	2 Units	\$ 3,650.00	(\$ 7,300.00)
29	Inlets, Type "E" Weir	2 Units	\$ 5,800.00	(\$ 11,600.00)
37	Traffic Stripes, Long-Life Epoxy Resin	4,455 LF	\$ 0.35	(\$ 1,559.25)
38	Traffic Markings, Lines, Long-Life, Thermoplastic	979 LF	\$ 0.65	(\$ 636.35)
39	Traffic Markings, L'S & T's Long Life Thermoplastic	1,000 LF	\$ 1.50	(\$ 1,500.00)
40	Two-Way Plowable Bi-Directional Blue Pavement Reflectors & Castings	2 Units	\$ 140.00	(\$ 280.00)

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Change Order #2 (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Reduction in Work (Continued)				
43	36"x26" Gabion Baskets	4 LF	\$ 175.00	(\$ 700.00)
13	12" HDP Culvert Pipe	100 LF	\$ 70.00	(\$ 7,000.00)
14	15" HDP Culvert Pipe	76 LF	\$ 100.00	(\$ 7,600.00)
42	Asphalt Price Adjustment	1 Lump Sum	\$ 12,207.60	(\$ 12,207.60)
Total Amount of Reduction in Work				(\$ 127,349.40)

Total Amount of Change Order #2 to City Contract #18-09, 2018 Road Improvement Program - Phase 1 **\$ 216,430.05**

WHEREAS, the newly adjusted contract cost including Change Order #2 is \$2,113,507.69 an increase of \$199,191.29 to the original contract a 10.41 (%) percent increase in the total for City Contract #18-09, 2018 Road Improvement Program - Phase 1; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #2 in the amount of \$216,430.05, Final Acceptance & Final Payment of City Contract #18-09, 2018 Road Improvement Program - Phase 1 in the amount of \$1,256,791.94; and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #2 in the net amount of \$216,430.05 and the Final Payment in the amount of \$1,256,791.94 (P.O. #18-03089 & Change Order #2) to City Contract #18-09, 2018 Road Improvement Program - Phase 1 issued to South State, Inc., P.O. Box 68, Bridgeton, NJ 08302 to be charged to the following Capital Account #'s: C-04-55-307-011 - \$354,600.65 & C-04-55-307-012 - \$720,238.76 (P.O. #18-03089 Balance) & C-04-55-311-010 - \$216,430.05 (Change Order #2).

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESCO#2FAFPCC#18-09, 2018 Road Improvement Program-Phase 1.docx

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020

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

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



CITY OF OCEAN CITY
 AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: Joseph Clark, Purchasing Manager
 FROM: Vince Bekier, Director of Operations & Engineering
 DATE: February 20, 2020
 RE: CHANGE ORDER NO. 2 & FINAL ACCEPTANCE AND CLOSE OUT
 2018 ROAD IMPROVEMENT PROGRAM - PHASE 1
 Project #: 3-2018-09

The above referenced contract is seeking Council's approval of Final CHANGE ORDER NO. 2 and Final Acceptance to Close-Out on the Thursday, March 12, 2020 City Council Agenda. The Contractor's Release of Liens, Payment of Debts and Claims and Consent of Surety to Final Payment, have been received.

The Final Change Order illustrates all the increases and decreases in contract quantities, all the supplemental work items, and all decreases to reflect as-built quantities.

Original Contract	\$1,914,316.40
Net Increase in Work Totaling (Change Order #2)	\$199,191.29 \$216,430.05
Total Adjusted Contract	\$2,113,507.69
Less Previous Payments	\$856,715.75
Total Due including Retainage & Final Change Order	\$1,256,791.94

Reductions and additions adjusted to meet as-builts of the contract for a net change of 10.41%



CITY OF OCEAN CITY, ENGINEERING DIVISION
2018 ROAD IMPROVEMENT PROGRAM - PHASE 1

CHANGE ORDER NO. 2
FILE NO. 3-2018-09

PURCHASE ORDER #
18-03089

CONTRACTOR:
SOUTH STATE, INC.
P.O. BOX 68
BRIDGETON, NJ 08302

REASON FOR CHANGE:
CLOSE-OUT PROJECT

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

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

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S-2	WATER MAIN OFFSETS (PROPOSED UNIT PRICE)	4	EACH	\$1,500.00	\$6,000.00
	S-3	CMP GROUTING	1	LUMP SUM	\$27,884.08	\$27,884.08
	S-4	1" WATER SERVICES (14 UNITS)	1	LUMP SUM	\$9,269.94	\$9,269.94
	S-5	WATER MAIN BLOW OFFS	1	LUMP SUM	\$3,747.50	\$3,747.50
	S-6	HYDORSEEDING TOPSOILED AREAS	1	LUMP SUM	\$3,902.62	\$3,902.62
	S-7	RESET EXISTING DIP (14" AND 18")	1	LUMP SUM	\$14,161.25	\$14,161.25
	S-8	STORMWATER MANHOLE (OVERAGE FROM ALLOWANCE ITEM)	1	LUMP SUM	\$8,567.88	\$8,567.88
	S-9	REPLACE 12" HDPE FOR 12" DIP	1	LUMP SUM	\$6,258.68	\$6,258.68
	S-10	SJ GAS PAVING	1	LUMP SUM	\$76,020.75	\$76,020.75
					SUBTOTAL:	
EXTRA	4	1-8 SOIL AGGREGATE	115	C.Y.	\$20.00	\$2,300.00
	6	PULVERIZED SOIL AGGREGATE BASE COURSE, ROAD MIXED, 6" THICK	824	S.Y.	\$7.00	\$5,768.00
	7	HMA PROFILE MILLING	1289	S.Y.	\$4.00	\$5,156.00
	8	HMA MILLING, 3" TO 6"	2032	S.Y.	\$7.00	\$14,224.00
	9	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	949	S.Y.	\$14.00	\$13,286.00
	12	OPEN GRADED FRICTION COURSE, 4" THICK	15	S.Y.	\$25.00	\$375.00
	15	18" HIGH DENSITY POLYPROPYLENE CULVERT PIPE	33	L.F.	\$80.00	\$2,640.00
	16	24" HIGH DENSITY POLYPROPYLENE CULVERT PIPE	4	L.F.	\$150.00	\$600.00
	17	48" HIGH DENSITY POLYPROPYLENE CULVERT PIPE	104	L.F.	\$250.00	\$26,000.00
	21	12" DUCTILE IRON CULVERT PIPE, CLASS 52	32	L.F.	\$90.00	\$2,880.00

	24	CONNECT TO EXISTING STORM SEWER	21	UNIT	\$500.00	\$10,500.00
	27	INLETS, TYPE "E"	4	UNIT	\$5,000.00	\$20,000.00
	30	RESET EXISTING CASTING	3	UNIT	\$400.00	\$1,200.00
	31	RESET VALVE BOX	30	UNIT	\$25.00	\$750.00
	32	CONCRETE GUTTER, 8" THICK	33	S.Y.	\$82.50	\$2,722.50
	33	CONCRETE SIDEWALK, 4" THICK	261	S.Y.	\$74.25	\$19,379.25
	34	CONCRETE DRIVEWAY, 6" THICK	131	S.Y.	\$81.00	\$10,611.00
	36	8"X18" CONCRETE VERTICAL CURB	1822	L.F.	\$27.00	\$49,194.00
	41	TURF REPAIR STRIP	381	L.F.	\$1.00	\$381.00
					SUBTOTAL:	\$187,966.75
REDUCTION	3	EXCAVATION, UNCLASSIFIED	114	C.Y.	\$15.00	\$1,710.00
	5	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	3768	S.Y.	\$2.50	\$9,420.00
	10	HOT MIX ASPHALT LEVELING COURSE, MIX 9.5M64	316	TON	\$90.00	\$28,440.00
	11	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 1 1/2" THICK	3396	S.Y.	\$8.45	\$28,696.20
	20	8" DUCTILE IRON CULVERT PIPE, CLASS 52	100	L.F.	\$80.00	\$8,000.00
	22	15" DUCTILE IRON CULVERT PIPE, CLASS 52	7	L.F.	\$100.00	\$700.00
	26	INLETS, TYPE "A"	2	UNIT	\$3,650.00	\$7,300.00
	29	INLETS, TYPE "E", WEIR	2	UNIT	\$5,800.00	\$11,600.00
	37	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN	4455	L.F.	\$0.35	\$1,559.25
	38	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC	979	L.F.	\$0.65	\$636.35
	39	TRAFFIC MARKINGS, L'S & T'S, LONG-LIFE, THERMOPLASTIC	1000	L.F.	\$1.50	\$1,500.00
	40	TWO-WAY PLOWABLE BI-DIRECTIONAL BLUE PAVEMENT REFLECTORS AND CASTINGS	2	UNIT	\$140.00	\$280.00
	43	36"X26" GABION BASKETS	4	L.F.	\$175.00	\$700.00
	13	12" HIGH DENSITY POLYPROPYLENE CULVERT PIPE	100	L.F.	\$70.00	\$7,000.00
	14	15" HIGH DENSITY POLYPROPYLENE CULVERT PIPE	76	L.F.	\$100.00	\$7,600.00
	42	ASPHALT PRICE ADJUSTMENT	1	LUMP SUM	\$12,207.60	\$12,207.60
					SUBTOTAL:	\$127,349.40

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	(\$17,238.76)	ADJUSTING MATERIALS FOR MORE EFFICIENT MATERIALS		
2	\$216,430.05	CLOSE-OUT PROJECT	+ SUPPLEMENTAL	\$155,812.70
3				
4			+ EXTRA	\$187,966.75
5				
6			- REDUCTIONS	\$127,349.40
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	\$216,430.05
10				

ORIGINAL CONTRACT AMOUNT	\$1,914,316.40
AMENDED CONTRACT AMOUNT	\$2,113,507.69
TOTAL CONTRACT CHANGE (AMOUNT)	\$199,191.29
TOTAL CONTRACT CHANGE (PERCENT)	10.41%

ACCEPTED BY:

SOUTH STATE, INC. DATE

APPROVED BY:

PROJECT MANAGER DATE

MUNICIPAL ENGINEER DATE

PURCHASING AGENT DATE

CHIEF FINANCIAL OFFICER DATE

RESOLUTION

10
Revised 3/16/20

AUTHORIZING A SIX (6) MONTH EXTENSION OF THE 2015-2020 LEASE AGREEMENT BETWEEN THE CITY OF OCEAN CITY AND LO-JO ENTERPRISES, INC. D/B/A AIRPORT DINER FOR THE LEASE OF AIRPORT DINER LOCATED AT THE OCEAN CITY MUNICIPAL AIRPORT

WHEREAS, the City of Ocean City, New Jersey is the owner of the lands and premises located at 2600 Bay Avenue known as the Ocean City Municipal Airport; and

WHEREAS, the City Council of the City of Ocean City, New Jersey awarded City Contract #15-09, Lease of Airport Diner by adoption of Resolution #15-51-040 on February 12, 2015 to Lo-Jo Enterprises, Inc.: and

WHEREAS, the City of Ocean City, New Jersey desires to extend the lease agreement for an additional six (6) month period with Lo-Jo Enterprises, Inc. D/B/A Airport Diner, 18 Stoney Creek Drive, Egg Harbor Township, NJ 08234; and

WHEREAS, it has been determined to be in the best interest of the City of Ocean City to extend the lease of the Airport Diner located at the Ocean City Municipal Airport, 2600 Bay Avenue, Ocean City, NJ for an additional six (6) months; and

WHEREAS, Dorothy F. McCrosson, Esq., City Solicitor; Frank Donato, III, CFO, Director of Financial Management; Todd L. Dwyer, Manager of Public Transportation, Parking & Revenue Collection and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the terms and conditions of the Lease of the Airport Diner lease agreement adopted by the City Council of the City of Ocean City on February 12, 2015 by Resolution No. 15-51-040; and

WHEREAS, Dorothy F. McCrosson, Esq., City Solicitor; Frank Donato, III, CFO, Director of Financial Management; Todd L. Dwyer, Manager of Public Transportation, Parking & Revenue Collection and Joseph S. Clark, QPA, City Purchasing Manager recommend the 2015-2020 lease agreement between the Lo-Jo Enterprises, Inc. D/B/A Airport Diner and the City be extended for an additional six (6) month period beginning on April 1, 2020 and terminating September 30, 2020; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby extend the lease agreement for the Airport Diner located at the Ocean City Municipal Airport, 2600 Bay Avenue with Lo-Jo Enterprises, Inc. D/B/A Airport Diner, 18 Stoney Creek Drive, Egg Harbor Township, NJ 08234 as follows:

<u>Item</u>	<u>Description</u>	<u>Monthly Fee</u>	<u>Total Cost</u>
1	Airport Diner Lease Extension for six (6) Months Beginning April 1, 2020 – September 30, 2020	\$2,117.25/Monthly Fee	\$12,703.50/6 Months

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 lease agreement with Lo-Jo Enterprises, Inc. D/B/A Airport Diner, 18 Stoney Creek Drive, Egg Harbor Township, NJ 08234 for a six (6) month extension of the Lease of the Airport Diner located at the Ocean City Municipal Airport, 2600 Bay Avenue beginning on April 1, 2020 and continuing through until September 30, 2020 as listed and in accordance with this resolution and submitted agreement.

 Peter V. Madden
 Council President

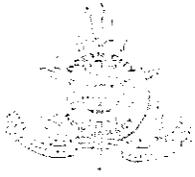
Files:RLA EXT 5 Months Airport Diner Lease.docx

Offered by Seconded by.....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020

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

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



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DIVISIONS OF
REVENUE COLLECTION & PARKING REGULATIONS

To: George Savastano, Business Administrator
Through: Frank Donato III, CFO – Director of Financial Management
From: Todd L. Dwyer, Manager of Public Transportation, Parking &
Revenue Collection
Re: Diner Lease Extension at the Ocean City Municipal Airport
Date: 09 March 2020

As per City Resolution #15-09, Lease of the Airport Diner, the City will be extending the Lease to the current tenant till September 30 2020 with the increase of 2% on the annual lease payment and prorated payments for the term in this extension. The current tenant has been a quality food establishment with a long standing history that reflects well with the Ocean City Municipal Airport.

Todd L. Dwyer
Airport Manager
Manager of Public Transportation, Parking & Revenue Collection
26th & Bay Ave
Ocean City NJ 08226
609-525-9222
Tdwyer@ocnj.us

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

11

RESOLUTION

**APPROVING TAX OVERPAYMENT REFUND
2020-8 THRU 2020-11**

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

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

DESCRIPTION

<u>VOUCHER</u>	<u>NAME</u>	<u>BLOCK/LOT/QUAL.</u>	<u>AMOUNT</u>	<u>YEAR</u>
2020-8	CORELOGIC TAX SERVICE	311/4	\$889.64	2020
2020-9	CORELOGIC TAX SERVICE	4102/8/C1	\$1,345.10	2020
2020-10	DIRADO, ANTHONY & VIRGINIA	600.01/10	\$1,615.14	2020
2020-11	MURPHY, EDMUND	5950.2/9/C39	\$735.99	2020
Total			\$4,585.87	

Peter V. Madden
Council President

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020.

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

.....
City Clerk

RESOLUTION

AUTHORIZING THE APPLICATION FOR AND THE EXECUTION OF A SUBCONTRACT WITH THE COUNTY OF CAPE MAY FOR THE UPPER TOWNSHIP/OCEAN CITY MUNICIPAL ALLIANCE PROGRAM

WHEREAS, the State of New Jersey has established a Governor’s Council on Alcoholism and Drug Abuse to coordinate the State’s efforts in regard to the planning and provision of treatment, prevention, research, evaluation, and education services for, and public awareness of alcoholism and drug abuse; and

WHEREAS, an Alliance to prevent alcoholism and drug abuse has been created in the Governor’s Council to set up a network comprised of all communities in New Jersey, which is dedicated to a comprehensive and coordinated effort against alcoholism and drug abuse; and

WHEREAS, a Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) has been established in Cape May County, along with a County Alliance Steering Subcommittee (CASS) to submit a plan for the expenditure of Drug Enforcement and Demand Reduction funds through distribution to eligible municipalities; and

WHEREAS, the Upper Township/Ocean City Municipal Alliance has appointed a Municipal Alliance Committee, which Committee will identify local needs, and recommend actions designed to deal with alcoholism and drug abuse; and

WHEREAS, the Upper Township/Ocean City Municipal Alliance has received and is administering “DEDR” grants under the subcontract with the County; and

NOW THEREFORE, BE IT RESOLVED, that the City of Ocean City, County of Cape May, State of New Jersey, does hereby authorize the City to file an application for such grant funds; to execute any contracts or agreements necessary to obtain the funds, contract/agreements; and

BE IT FURTHER RESOLVED, that the Upper Township/Ocean City Municipal Alliance Committee is hereby designated to continue to serve as the Committee required by Section C.26: 2BB-9 of the legislation; that the Upper Township/Ocean City Municipal Alliance is authorized to execute a new service agreement with said Committee; and, that said Agreement will evidence approval and acceptance of the Committee’s Membership and By-laws; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Ocean City, is authorized to sign the Application for July 1, 2020 – June 30, 2021 grant funds, and to execute all contracts and agreements necessary to accept the funds and carry out program in accordance with the State requirements; and

BE IT FURTHER RESOLVED, that the total amount of the Contract shall be \$42,892.00; that the total amount of the County Grant shall be \$21,446.00; that the amount of Local In-kind match shall be \$16,084.50; and that the amount of Local Cash match shall be \$5,361.50 (**Approximately**: Ocean City \$3,216.90/Upper Township \$2,144.60).

Jay A. Gillian,
Mayor

Peter V Madden,
Council President

Files: July 2020 – June 2021 Municipal Alliance Program.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020.

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

.....
City Clerk

RESOLUTION

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CELLCO PARTNERSHIP,
d/b/a VERIZON WIRELESS, FOR A TEMPORARY COMMUNICATIONS FACILITY**

WHEREAS, the Administration of the City of Ocean City (hereinafter, "the City") has engaged in negotiations with representatives of Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless, of One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (hereinafter, "Cellco") regarding the improvement of telecommunications transmissions throughout the center part of the City, especially during the busy summer months; and,

WHEREAS, a mutually advantageous agreement has been contemplated by the City and Cellco enabling Cellco to address the telecommunications needs of the residents, taxpayers and visitors of the City on a temporary basis during the peak, summer months; and,

WHEREAS, Cellco has agreed to place a temporary communications facility in the municipal parking lot at 837 E. 8th Street (Block 702, Lot 21.01) at its sole cost and expense; and,

WHEREAS, both the City and Cellco believe that a temporary solution such as that being contemplated is in the best short-term interests of the City's residents, taxpayers and visitors; and

WHEREAS, an Agreement has been reviewed by the City's Solicitor, and is on file in the office of the City's Clerk and is available for public review during normal business hours; and,

WHEREAS, the City believes that the execution of this Agreement will be of value to the City's residents, taxpayers and visitors by improving reliable cell phone reception in the center part of the City, especially during the summer months;

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 City accepts and authorizes an Agreement to be entered into with Cellco, a true copy of which will be on file at the office of the Clerk of Ocean City and can be reviewed by the public during normal business hours; and
2. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the 12th day of March 2020.

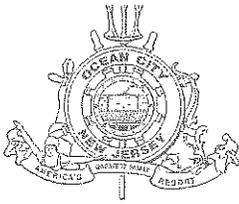
Peter V. Madden,
Council President

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020.

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

City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF LAW

Memo

DATE: March 3, 2020
TO: City Council
FROM: Dorothy F. McCrosson, Esquire
RE: License to Verizon (Cellco Partnership d/b/a Verizon Wireless)
At Shelter Road and in the 8th Street Parking Lot, Summer Season 2020

The City has been working with Verizon's agents to locate suitable facilities upon which equipment may be installed to enhance response times for data requests made by Verizon customers, including private customers and first responders. A permanent location for such facilities has not been finalized.

In order to address the increased demand during the 2020 summer season, Verizon would like to place a temporary, mobile communications facility at Shelter Road and another in the City's 8th Street parking lot.

If this license is approved, Verizon will be required to place the facilities in areas specified by the City and will provide the City with proof of commercial general liability insurance.

RESOLUTION

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CELLCO PARTNERSHIP,
d/b/a VERIZON WIRELESS, FOR A TEMPORARY COMMUNICATIONS FACILITY**

WHEREAS, the Administration of the City of Ocean City (hereinafter, "the City") has engaged in negotiations with representatives of Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless, of One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (hereinafter, "Cellco") regarding the improvement of telecommunications transmissions throughout the center part of the City, especially during the busy summer months; and,

WHEREAS, a mutually advantageous agreement has been contemplated by the City and Cellco enabling Cellco to address the telecommunications needs of the residents, taxpayers and visitors of the City on a temporary basis during the peak, summer months; and,

WHEREAS, Cellco has agreed to place a temporary communications facility at Shelter Road at its sole cost and expense; and,

WHEREAS, both the City and Cellco believe that a temporary solution such as that being contemplated is in the best short-term interests of the City's residents, taxpayers and visitors; and

WHEREAS, an Agreement has been reviewed by the City's Solicitor, and is on file in the office of the City's Clerk and is available for public review during normal business hours; and,

WHEREAS, the City believes that the execution of this Agreement will be of value to the City's residents, taxpayers and visitors by improving reliable cell phone reception in the center part of the City, especially during the summer months;

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 City accepts and authorizes an Agreement to be entered into with Cellco, a true copy of which will be on file at the office of the Clerk of Ocean City and can be reviewed by the public during normal business hours; and
2. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the 12th day of March 2020.

Peter V. Madden,
Council President

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020.

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

.....
City Clerk

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 February 22, 2020 to March 6, 2020

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

Frank Donato III
Chief Financial Officer

Peter V. Madden,
Council President

FILES/AUTHORIZING THE PAYMENT OF CLAIMS – 02.22.20 TO 03.06.20.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2020.

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

.....
City Clerk

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
20-00243	01/28/20	SEASILE CITY OF SEA ISLE CITY	SHARED SERVICE SIC 2020 - CRS	Open	844.00	0.00	B
20-00245	01/28/20	GRITH GRIFFITH & CARLUCCI, ESQUIRES	PB 2020 - SOLICITOR	Open	2,628.00	0.00	
20-00246	01/28/20	SCHAEFFE SCHAEFFER NASSAR SCHEIDEGG	PB 2020 - ENGINEER	Open	7,200.00	0.00	
20-00249	01/28/20	STEIN MARK H. STEIN, ESQUIRE	ZB 2020 - SOLICITOR	Open	4,034.00	0.00	
20-00313	01/31/20	TIX COM TIX, INC.	Reso #20-56-213	Open	155.75	0.00	B
20-00314	01/31/20	GOLD MED GOLD MEDAL ENVIRONMENTAL OF NJ	Reso #17-53-352	Open	61,165.42	0.00	B
20-00315	01/31/20	GOLD MED GOLD MEDAL ENVIRONMENTAL OF NJ	Reso #17-53-351	Open	61,165.42	0.00	B
20-00316	01/31/20	GOLD MED GOLD MEDAL ENVIRONMENTAL OF NJ	Reso #17-53-353	Open	2,389.27	0.00	B
20-00321	01/31/20	BROWNBRO BROWN & BROWN METRO LLC	Reso #19-56-045	Open	2,625.00	0.00	B
20-00322	01/31/20	ACBSERV ACB SERVICES, INC	Reso #19-56-138	Open	9,498.00	0.00	B
20-00328	01/31/20	HOBO ORIGINAL HOBO BAND, INC.		Open	1,000.00	0.00	
20-00331	01/31/20	ACFD ACFD SANDPIPER PIPE AND DRUM		Open	1,000.00	0.00	
20-00332	01/31/20	CALLE CARLO CALLE		Open	290.88	0.00	
20-00340	01/31/20	DEPT DEPTCOR	Reso #20-56-194	Open	5,798.75	0.00	
20-00349	02/05/20	PUTTERMA BONNIE D. PUTTERMAN, ESQ.	RESOLUTION #19-56-143	Open	600.00	0.00	B
20-00353	02/05/20	SAFEG SAFEGUARD, INC.	FINANCE	Open	878.31	0.00	
20-00354	02/05/20	JUSTR JUST RIGHT TV PRODUCTIONS LLC	RES#18-54-142	Open	540.00	0.00	B
20-00356	02/05/20	RICHTREE RICH TREE SERVICE, INC		Open	3,520.65	0.00	
20-00357	02/05/20	SERVMAST SERVICEMASTER TO THE RESCUE		Open	1,905.59	0.00	
20-00364	02/05/20	SHAPENET SHAPENET SOFTWARE INC		Open	900.00	0.00	
20-00368	02/05/20	RIVERSID RIVERSIDE SHELL, INC.		Open	850.00	0.00	
20-00379	02/12/20	TRI-STAT TRI-STATE DIAGNOSTICS CORP.		Open	25.00	0.00	B
20-00381	02/12/20	HAQUESLL HAGUE'S LLC		Open	450.00	0.00	
20-00384	02/12/20	EWINGIRR EWING IRRIGATION PRD		Open	5,966.37	0.00	
20-00385	02/12/20	CARLINWA CARLIN & WARD ATTORNEYS AT LAW	RESOLUTION 19-56-032	Open	3,249.92	0.00	B
20-00387	02/12/20	INNOL INNOVATIVE LEADERSHIP, LLC		Open	380.00	0.00	
20-00391	02/12/20	IMPAL IMPALA ISLAND INN		Open	160.00	0.00	
20-00399	02/12/20	RALPH V.E. RALPH, INC.		Open	164.45	0.00	
20-00400	02/12/20	K G LAW K & G. LAW LLC		Open	925.00	0.00	
20-00406	02/12/20	SERVMAST SERVICEMASTER TO THE RESCUE		Open	2,609.81	0.00	
20-00409	02/12/20	CMCMU C.M.C.M.U.A.		Open	35,278.18	0.00	B
20-00414	02/18/20	DRAGERSD DRAEGER, INC		Open	179.00	0.00	
20-00415	02/18/20	GLOUC GLOUCESTER COUNTY POLICE		Open	200.00	0.00	
20-00416	02/18/20	ACTIONUN ACTION UNIFORM CO., L.L.C		Open	45.00	0.00	
20-00417	02/18/20	AVAYA AVAYA COMMUNICATION, INC.		Open	236.22	0.00	
20-00420	02/18/20	IFP THE INSTITUTE FOR FORENSIC		Open	500.00	0.00	
20-00422	02/18/20	INNOL INNOVATIVE LEADERSHIP, LLC		Open	5,700.00	0.00	
20-00424	02/18/20	DUBRUIILL EMILY A KRAUSE		Open	165.00	0.00	
20-00425	02/18/20	SCHID SCHINDLER ELEVATOR CORPORATION	Reso #20-56-194	Open	5,960.00	0.00	
20-00426	02/18/20	ANJEC ASSOCIATION OF NEW JERSEY	2020 MEMBERSHIP	Open	375.00	0.00	
20-00430	02/18/20	IFP THE INSTITUTE FOR FORENSIC		Open	500.00	0.00	
20-00433	02/18/20	ULMERS TOM ULMER'S APPLIANCE		Open	189.95	0.00	
20-00434	02/18/20	NJAPZ N.J. ASSN OF PLANNING & ZONING	2020 NJAPZA MEMBERSHIP RENEWAL	Open	100.00	0.00	
20-00435	02/18/20	NJAPZ N.J. ASSN OF PLANNING & ZONING	2020 NJAPZA MEMBERSHIP RENEWAL	Open	100.00	0.00	
20-00436	02/18/20	RUTGERS RUTGERS-CENTER FOR GOV SERVICE	FELKER LANDUSE CERT RENEWAL	Open	25.00	0.00	
20-00437	02/18/20	RUTGERS RUTGERS-CENTER FOR GOV SERVICE	FELKER PB/ZB SECRETARY CERT	Open	25.00	0.00	
20-00440	02/18/20	KUPERST ANDY KUPERSTEIN		Open	51.18	0.00	
20-00443	02/19/20	STETS B. W. STETSON LLC	CUSTOMER ACCOUNT# OCCITY	Open	139.00	0.00	B
20-00444	02/19/20	RUDERM RUDERMAN & ROTH, LLC	RESOLUTION # 20-56-228	Open	3,960.00	0.00	B
20-00445	02/19/20	PHOENIXA PHOENIX ADVISORS, LLC	2020 FINANCIAL SERVICES DEBT	Open	4,000.00	0.00	
20-00447	02/19/20	GONENATI GONE NATIVE COMMUNICATIONS INC		Open	750.00	0.00	
20-00449	02/19/20	LAWYE LAWYERS DIARY & MANUAL		Open	114.25	0.00	
20-00450	02/19/20	QUANT QUANTUM INC.		Open	36.00	0.00	
20-00452	02/19/20	YOUNM MICHELLE PIERCE-YOUNG		Open	27.72	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
20-00453	02/19/20	SJCAA	SOUTH JERSEY COURT ADMIN ASSN.	Open	70.00	0.00	
20-00454	02/19/20	51COC	AGNES COCHRANE	Open	91.30	0.00	
20-00455	02/19/20	51FUL	CLAIRE FULTON	Open	304.03	0.00	
20-00456	02/19/20	THOMSONR	THOMSON REUTERS	Open	348.34	0.00	B
20-00457	02/19/20	MUNICAPI	MUNICIPAL CAPITAL FINANCE	2020 COPIER LEASE RES17-53-081	Open	22,736.72	0.00
20-00462	02/24/20	OCTHEATR	OCEAN CITY THEATRE CO., PRODUCT	Open	2,020.75	0.00	B
20-00463	02/24/20	IDENTITY	IDENTITY GEAR	Open	4,482.00	0.00	
20-00465	02/24/20	GETEW	GETAWAYS ON DISPLAY	Open	4,476.00	0.00	
20-00468	02/24/20	LMLMUSIC	LML MUSIC, INC.	RESOLUTION #20-56-227	Open	10,500.00	0.00
20-00470	02/24/20	CAPEMAY	CAPE MAY COUNTY COAST GUARD	Open	1,000.00	0.00	
20-00471	02/24/20	PRESS	THE PRESS OF ATLANTIC CITY	Open	382.72	0.00	
20-00473	02/24/20	CMCCH	CAPE MAY COUNTY CHAMBER OF	Open	1,275.00	0.00	
20-00474	02/24/20	OUTFRONT	OUTFRONT MEDIA LLC	Open	5,600.00	0.00	B
20-00475	02/24/20	WEBPAGE	WEBPAGEFX, INC	Open	9,377.99	0.00	B
20-00476	02/24/20	OCCHA	O.C. REGIONAL CHAMBER OF	Open	8,000.00	0.00	
20-00478	02/24/20	WISERLIN	WISER LINK ADVERTISING, INC	Open	2,714.50	0.00	B
20-00480	02/24/20	OCCHA	O.C. REGIONAL CHAMBER OF	Open	6,000.00	0.00	
20-00481	02/24/20	JCAMPBEL	JENNIFER CAMPBELL	Open	165.00	0.00	
20-00482	02/24/20	CITYOFSO	CITY OF SOMERS POINT	Open	107,063.25	0.00	
20-00483	02/24/20	CASMUSIC	CAS MUSIC PRODUCTIONS LLC	Open	1,170.00	0.00	
20-00492	02/26/20	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	602.75	0.00	
20-00493	02/26/20	IMPAL	IMPALA ISLAND INN	Open	190.00	0.00	
20-00498	02/26/20	R R	R & R RADAR, INC.	Open	264.43	0.00	
20-00501	02/27/20	O1CORELO	CORELOGIC TAX SERVICES	TAX OVERPAYMENT REFUND 2020-8	Open	889.64	0.00
20-00502	02/27/20	O1CORELO	CORELOGIC TAX SERVICES	TAX OVERPAYMENT REFUND 2020-9	Open	1,345.10	0.00
20-00503	02/27/20	O1DIRADO	DIRADO, ANTHONY & VIRGINIA	TAX OVERPAYMENT REFUND 2020-10	Open	1,615.14	0.00
20-00504	02/27/20	O2MURPHY	MURPHY, EDMUND	TAX OVERPAYMENT REFUND 2020-11	Open	735.99	0.00
20-00506	02/28/20	CMCCA	C.M.C. MUNICIPAL CLERKS ASSN.	2020 Mini-Conference	Open	25.00	0.00
20-00508	02/28/20	MUNMAINC	MUNICIPAL MAINTENANCE CO		Open	3,470.00	0.00
20-00509	02/28/20	SURRA	SURRAN'S NURSERY		Open	1,920.00	0.00
20-00510	02/28/20	CMCCA	C.M.C. MUNICIPAL CLERKS ASSN.	Registration for 2020 Mini Con	Open	25.00	0.00
20-00511	02/28/20	KARPOVIT	JEAN A. KARPOVITCH	RETURN OF UNCLAIMED FUNDS	Open	50.00	0.00
20-00513	02/28/20	GUZZO BD	GUZZO BUILDERS/DEVELOPERS INC.		Open	546.00	0.00
20-00528	03/05/20	SERVPRO4	SERVPRO	Emergency Remediation Services	Open	7,310.41	0.00
20-00532	03/05/20	DOOWOPPR	DOO WOP PROJECT LLC	RESOLUTION 20-56-246	Open	12,500.00	0.00
20-00539	03/05/20	730KIRK	RONALD KIRK	2020 LIFEGUARD PENSION	Open	10,365.66	0.00
20-00540	03/05/20	HARRIETK	HARRIET A. JACKSON-KIRK	2020 LIFEGUARD PENSION	Open	1,915.93	0.00
20-00541	03/05/20	730REED	FRANCIS X. REED	2020 LIFEGUARD PENSION	Open	10,216.13	0.00
20-00558	03/09/20	SONJ5	TREASURER STATE OF NEW JERSEY		Open	1,410.00	0.00
20-00559	03/09/20	SONJ-DEP	TREASURER STATE OF NJ		Open	2,385.00	0.00
20-00560	03/09/20	SJOVE	SOUTH JERSEY OVERHEAD DOOR CO.		Open	586.50	0.00 B

Total Purchase Orders: 145 Total P.O. Line Items: 0 Total List Amount: 3,945,603.19 Total Void Amount: 0.00