

ORDINANCE NO. 16-28

AN ORDINANCE AMENDING AND SUPPLEMENTING
THE REVISED GENERAL ORDINANCES OF THE CITY OF OCEAN CITY,
CHAPTER XII "BUILDING AND HOUSING" AT SECTION 12-5 "PROPERTY
MAINTENANCE CODE"

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

Section 1.

Chapter XII, Section 12-5 of the Revised General Ordinances of the City of Ocean City is hereby revised to read as follows:

12-5 PROPERTY MAINTENANCE CODE

12-5.1 Adoption of the International Property Maintenance Code.

The most current Edition of the International Property Maintenance Code is hereby adopted as the Property Maintenance Code for the City of Ocean City subject to the following:

- a. Sections 107.2(5), 109.6, and 111.1 through 111.8 inclusive shall not be adopted.
- b. Section 102.6 is not adopted. The provisions of this Code shall be mandatory for buildings and structures designated as historic.
- c. Section 602.3 shall be amended to read as follows:

Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory, or guest house on terms, either expressly or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1st to May 1st, maintain a temperature of not less than 68 degrees Fahrenheit in all habitable rooms, bathrooms and toilet rooms.

- d. Section 602.4 shall be amended to read as follows:

Indoor occupiable work space shall be supplied with heat during the period from October 1st to May 1st to maintain a temperature of not less than 68 degrees Fahrenheit during the period the space is occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature controls.
 2. Areas in which persons are primarily involved in vigorous physical activities.
- e. Violation Penalties shall be amended to read as follows:

Any person who shall violate a provision of this Code, or fail to comply herewith, or with any other requirements thereof, shall be subject to a fine for each offense, not to exceed \$500.00, and/or imprisonment not to exceed 90 days. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 2.

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

Section 3.

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

Section 4.

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



DEPARTMENT OF LAW

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

Memo

DATE: October 18, 2016
TO: City Council
FROM: Dorothy F. McCrosson, Esquire
RE: Ordinance Making Property Maintenance Code Apply To Historic Properties

Ordinance 16-20 amended Ocean City's Property Maintenance Code, adopting the most current edition of the International Property Maintenance Code.

The attached ordinance would make the provisions of the International Property Maintenance Code in effect in Ocean City applicable to historic properties.

Currently, Code Enforcement can only compel correction of maintenance Code violations affecting historic properties if the cost of correcting the violation equals more than 25% of the cost of replacing the entire improvement on which the violation occurs.

This proposed ordinance would authorize the City's Code Enforcement officers to require maintenance of historic properties in the same manner and to the same extent as non-historic properties.

AUTHORIZING THE CITY'S PARTICIPATION IN THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. COMMUNITIES") CITY OF CHARLOTTE, COUNTY OF MECKLENBURG, NORTH CAROLINA RFP #269-2010-183, PLAYGROUND EQUIPMENT, SURFACING, SITE FURNISHING & RELATED PRODUCTS & SERVICES FOR THE VARIOUS PLAYGROUND IMPROVEMENTS WITHIN THE CITY OF OCEAN CITY, NJ

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

WHEREAS, the U.S. Communities Government Purchasing Alliance ("U.S. Communities") & the City of Charlotte, County of Mecklenburg, North Carolina has acted as lead agency and awarded RFP Contract #269-2010-183, Playground Equipment, Surfacing, Site Furnishing & Related Products & Services; and

WHEREAS, the City of Ocean City desires to obtain playground equipment & related products on an as needed basis for various playgrounds within the City of Ocean City; and

WHEREAS, the City's various parks & playgrounds from time to time are in need of replacing & adding additional equipment to maintain daily operations & updated safety for the citizens of the City of Ocean City; and

WHEREAS, Steven Longo, Manager; Mathew von der Hayden, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the contract from U.S. Communities Government Purchasing Alliance ("U.S. Communities") & the City of Charlotte, County of Mecklenburg, North Carolina, RFP Contract #269-2010-183, Playground Equipment, Surfacing, Site Furnishing & Related Products & Services and determined that GameTime, Marturano Recreation, PO Box 106, Spring Lake, NJ 07762 vendor contract #110179 products best meet the needs for the City's parks & playgrounds; and

WHEREAS, it is recommended that the City Council approve the use on an as needed basis with U.S. Communities Government Purchasing Alliance ("U.S. Communities") & the City of Charlotte, County of Mecklenburg, North Carolina, RFP Contract #269-2010-183, Playground Equipment, Surfacing, Site Furnishing & Related Products & Services with GameTime, Marturano Recreation, Inc. vendor contract #110179 for park & playground equipment and related services and solutions; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that the City of Ocean City intends to utilize the U.S. Communities Government Purchasing Alliance ("U.S. Communities") & the City of Charlotte, County of Mecklenburg, North Carolina, RFP Contract #269-2010-183, Playground Equipment, Surfacing, Site Furnishing & Related Products & Services with for the park and playground equipment and related services needs with contract vendor #110179, GameTime, Marturano Recreation, PO Box 106, Spring Lake, NJ 07762.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

BE IT FURTHER RESOLVED by the City Council of Ocean City, New Jersey authorizes the City Purchasing Manager to issue purchase orders (PO) for the acquisition playground equipment, surfacing, site furnishing & related products & services for the various divisions and departments of the City of Ocean as needed with GameTime, Marturano Recreation, PO Box 106, Spring Lake, NJ 07762 and in compliance with Local Finance Notice 2012-14 and in accordance with the terms of the U.S. Communities vendor contract #110179 City of Charlotte, County of Mecklenburg, North Carolina RFP Contract #269-2010-1831 Playground Equipment, Surfacing, Site Furnishing & Related Products & Services.

The Director of Financial Management certifies that funds are contingent upon the compliance with Local Finance Notice 2012-14 and shall be charged to the appropriate accounts as purchase orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: Res US Communities GameTime.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 2016

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

.....
Melissa G. Bovera, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER

FROM: STEVEN LONGO, MANAGER

DATE: OCTOBER 28, 2016

RE: **MARTURANO RECREATION COMPANY/52ND ST PLAYGROUND EQUIPMENT**

Assistance is being sought to advance a resolution to City Council for the authorization of the purchase of playground equipment from the Marturano Recreation Company for future installation at the 52nd St Playground.

The abovementioned equipment in addition to other previously purchased play pieces will be incorporated into a planned capital project that will include the installation of all the play components, a shade structure and poured-in-place rubber safety surfacing. The project will be consistent with recent work done at the property all in an effort to continue to improve and modernize the play structures for the safe benefit of the children and families that visit the playground.

The acquisition of the play equipment involves a special matching fund grant available through GameTime, the equipment supplier. GameTime is providing close to thirty percent of the purchase costs. The purchasing direction also includes pricing obtained through the US Communities Government Purchasing Alliance Co-op. The total cost for the playground equipment including freight is \$56,307.28 and less the grant dollars of (\$15,394.68), the total cost to the City is: \$40,912.60

The necessary capital dollars to fund the playground equipment acquisition are available in the current capital budget.

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#2

AUTHORIZING THE AWARD OF CITY CONTRACT #15-38,
RENOVATIONS TO THE OCEAN CITY LIFESAVING STATION – PHASE II

WHEREAS, the prequalification process is a quality control measure employed by the State of New Jersey to ensure that contractors have the skills, resources and experience needed to work on historic buildings or sites; and

WHEREAS, according to the Grant Agreement (Section V, Assignments and Subcontracts) the New Jersey Historic Trust must approve all potential bidders to ensure that they are acceptable and qualified prior to distribution of bid packets by Grantees; and

WHEREAS, the City of Ocean City awarded a professional service contract to Michael Calafati, AIA, Michael Calafati Architect, LLC on Thursday, June 25, 2015 by Resolution #15-51-162 for the Ocean City Life Saving Station Improvements Phase II-Historic Architecture; and

WHEREAS, Michael Calafati, AIA, Michael Calafati Architect, LLC acted as the City of Ocean City's representative and developed the Prequalification Regulations for Prospective Bidders for City Contract #15-38, Renovations to the Ocean City Life Saving Station-Phase II; and

WHEREAS, the City of Ocean City provided adequate public notice through publication of The Notice of a Public Hearing in the Ocean City Sentinel published on Wednesday, September 16, 2015 and the Press of Atlantic City, published on Wednesday, September 16, 2015 which was twenty-six (26) days in advance of the October 13, 2015 public hearing date; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager on Tuesday, October 13, 2015 at 11:00 a.m. EDST opened the hearing for public review of the Prequalification Regulations for Prospective Bidders and the City Clerk of the City of Ocean City has a record of the proceedings at the hearing and of the testimony of any citizen or prospective bidder; and

WHEREAS, no citizen or prospective bidder was in attendance and no comments were received on the proposed Prequalification Regulations for Prospective Bidders; and

WHEREAS, the City Council of the City of Ocean City approved and adopted the Prequalification Regulations for Prospective Bidders for City Contract #15-38, Renovations to the Ocean City Life Saving Station-Phase II located at 801 4th Street in the City of Ocean City, NJ on Thursday, October 22, 2015 by Resolution No. 15-51-265; and

WHEREAS, on November 30, 2015 the New Jersey State Department of Community Affairs, Division of Local Government Services in accordance with N.J.S.A. 40A:11-25 authorized and approved the Prequalification Regulations for Prospective Bidders for City Contract #15-38, Renovations to the Ocean City Life Saving Station-Phase II located at 801 4th Street in the City of Ocean City, NJ; and

WHEREAS, the Request for Bidders Qualifications for City Contract #15-38, Renovations to the Ocean City Life Saving Station-Phase II was advertised in the Ocean City Sentinel on Wednesday, December 2, 2015; the Press of Atlantic City on Friday, December 4, 2015 and posted on the City of Ocean City's website, www.ocnj.us; and

WHEREAS, bidders qualifications responses were opened for City Contract #15-38, Renovations to the Ocean City Lifesaving Station-Phase II on Thursday, January 7, 2016 and six (6) prospective bidders submitted qualifications; and

WHEREAS, Michael Calafati, AIA, Michael Calafati Architect, LLC; Catherine Goulet, Principal Historic Preservation Specialist, New Jersey Historic Trust; Mathew von der Hayden, Manger of Capital Planning; Allison L. Hansen, Assistant Purchasing Agent; and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and concurred that five (5) of the prospective bidders complied and meet all the prequalification requirements; and

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, specifications for City Contract #15-38, Renovations to the Ocean City Lifesaving Station were distributed to the five (5) prequalified bidders on Tuesday, September 6, 2016; and

WHEREAS, bid proposals were opened for City Contract #15-38, Renovations to the Ocean City Lifesaving Station - Phase II on Thursday, October 13, 2016 and three (3) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, Michael Calafati, AIA, Michael Calafati Architect, LLC; Mathew von der Hayden, Manger of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #15-38, Renovations to the Ocean City Lifesaving Station – Phase II be awarded to Duall Building Restoration, Inc., the lowest responsible bidder; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #15-38, Renovations to the Ocean City Lifesaving Station – Phase II be and is hereby awarded to the following lowest responsible bidder:

Duall Building Restoration, Inc. 531 Union Mill Road Mt. Laurel, NJ 08054
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<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
<u>Part A: Base Bid</u>		
1.	All work as it relates to Division 02 of the Project Manual: Site Work, including Shoring and Bracing, Selective Demolition, Removals, Archeological Monitoring, etc.	\$ 15,000.00
2.	All work as it relates to Divisions 03 and 04 of the Project Manual: Concrete and Masonry	\$ 32,800.00
3.	All work as it relates to Divisions 05 and 06 of the Project Manual: Metals and (Rough and Finish) Carpentry	\$ 96,500.00
4.	All work as it relates to Division 07 of the Project Manual: Thermal and Moisture Protection, including Sheet Metals and Sealants	\$ 18,000.00
5.	All work as it relates to Division 08 of the Project Manual: Doors, Windows and Related Hardware	\$ 128,700.00
6.	Owner-specified allowance for the retrofitting of and corrective work at the existing Boat Doors for smoother operation	\$ 5,000.00
7.	All work as it relates to Division 09 of the Project Manual: Finishes, including Plaster, Gypsum Wallboard, Tile, Flooring and Painting (Exterior and First Floor only)	\$ 134,400.00
8.	All work as it relates to M-Series Drawings: Mechanical/ HVAC (not including Whole House Ventilation)	\$ 92,880.00
9.	All work as it relates to P-Series Drawings and Divisions 10 and 22 of the Project Manual: Toilet Room Accessories and Plumbing	\$ 29,520.00
10.	All work as it relates to FP-Series Drawings: Fire Protection	\$ 173,200.00
11.	All work as it relates to E-Series Drawings and Division 26 of the Project Manual: Electrical, including Lightning Protection (not including Whole House Ventilation)	\$ 179,400.00
12.	Owner's Requirements, General Conditions, Division 01 of the Project Manual and all other items not listed above	\$ 25,000.00
Total Base Bid Price, Items 1 - 12:		\$ 930,400.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Duall Building Restoration, Inc. (Continued)

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
<u>Part B: Alternate Bid Items</u>		
1	Whole House Ventilation Package: All work as it relates to M and E-Series Drawings and pertinent specifications as they entail Whole House Mechanical Ventilation	\$ <u>11,500.00</u>
Total Amount of City Contract #15-38, Renovations to the Ocean City Lifesaving Station – Phase II, Base Bid Items 1 – 12 & Alternate Bid Item #1:		\$ 941,900.00

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Duall Building Restoration, Inc., 531 Union Mill Road, Mt. Laurel, NJ 08054 for City Contract #15-38, Renovations to the Ocean City Lifesaving Station – Phase II, as listed and in accordance with the specifications and the submitted bid proposal.

The Director of Financial Management certifies that funds are available and shall be charged to the following: Grant Account #G-02-40-181-186 (\$387,206.90) & Capital Account #C-04-55-294-201 (\$554,693.10).

CERTIFICATION OF FUNDS

 Frank Donato III, CMFO
 Director of Financial Management

 Peter V. Madden
 Council President

Files: RAW 15-38 OC Lifesaving Station.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 2016

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

.....
 Melissa G. Bovera, City Clerk

NAME, ADDRESS & BID OF EACH BIDDER	Duall Building Restoration, Inc.	Merrell & Garaguso, Inc.	Ocean Construction, LLC
Key: Apparent Low Bidder Estimate: \$635,000	531 Union Mill Road	190 Locke Ave. P. O. Box 157	21 E. Devonshire Ave.
	Mt. Laurel, NJ 08054	Swedesboro, NJ 08085	Linwood, NJ 08223
	Robert Atkinson, President	Michael Garaguso, President	Joseph Rodriguez, President
	P: 856-273-8200	P: 856-467-2800	P: 609-653-0133
	F: 856-273-8206	F: 856-467-5299	F: 609-840-6071
	duallinfo@comcast.net	mgaraguso@merrellandgaraguso.com	joer@oceanconst.com

ITEM	DESCRIPTION	LUMP SUM	LUMP SUM	LUMP SUM
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PART B: ALTERNATE BID ITEMS

1	Whole House Ventilation Package: All work as it relates to M and E-Series Drawings and pertinent specifications as they entail Whole House Mechanical Ventilation	\$11,500.00	\$5,000.00	\$17,500.00
2	Shutter Package: All work as it relates to the repair, replication, painting and hanging of the exterior wood shutters (includes portions of Division 08 of the Project Manual)	\$32,000.00	\$59,700.00	\$62,750.00
3	Second Floor Finishes Package: All work as it relates to Division 09 of the Project Manual: Finishes, including Plaster, Gypsum Wallboard, Tile, Flooring and Painting for the Second Floor only	\$12,000.00	\$62,900.00	\$54,000.00
4	Storm Windows Package: All work as it relates to the fabrication and installation of Custom Storm Windows (Section 085619 of the Project Manual)	\$39,000.00	\$13,700.00	\$16,750.00
5	Outbuilding Rehabilitation Package: All work as it relates to the treatment of the Outbuilding	\$54,000.00	\$147,200.00	\$120,300.00

REQUIRED INFORMATION				
	Required Number of Copies (2):	Yes	Yes	Yes
	Bid Deposit/Bond:	Yes	Yes	Yes
	Consent of Surety:	Yes	Yes	Yes
	Davis Bacon Requirements Form:	Yes	Yes	No
	Copeland "Anti-Kickback" Act Certification Form:	Yes	Yes	No
	Buy American Certification:	Yes	Yes	No
	Lobbying Certification:	Yes	Yes	No
	Form B - Affidavit of DBE Status:	Yes	Yes	No
	Right to Extend - Time for Award:	Yes	Yes	Yes
	Stockholder Disclosure Statement:	Yes	Yes	Yes
	Non-Collusion Affidavit:	Yes	Yes	Yes
	Mandatory Equal Employment Opportunity Language:	Yes	Yes	Yes
	NJ Affirmative Action Regulation Compliance Notice:	Yes	Yes	Yes
	Required Subcontractors Listing:	Yes	Yes	Yes
	Acknowledge of Receipt of Addenda:	Yes - Three	Yes - Three	Yes - Three
	Disclosure of Investment Activities in Iran Statement-Two Part Form:	Yes	Yes	Yes
	NJ Business Registration Certificate (BRC):	Yes	Yes	Yes
	NJ Business Registration Certificate for Subcontractors (BRC):	Yes	Yes	Yes
	NJ Public Works Contractors Registration Act Certificate:	Yes	Yes	Yes
	NJ Public Works Contractors Registration Act Certificate for Subcontractors:	Yes	Yes	Yes
	Statement of Authority:	Yes	Yes	Yes
	W-9:	No	Yes	Yes



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: Thursday, October 13, 2016 @ 2:00 PM
CITY CONTRACT #: 15-38
PROPOSAL NAME: Phase II Improvements at the Ocean City Life Saving Station

NAME, ADDRESS & BID OF EACH BIDDER		Duall Building Restoration, Inc.	Merrell & Garaguso, Inc.	Ocean Construction, LLC
Key: Apparent Low Bidder Estimate: \$635,000		531 Union Mill Road	190 Locke Ave. P. O. Box 157	21 E. Devonshire Ave.
		Mt. Laurel, NJ 08054	Swedesboro, NJ 08085	Linwood, NJ 08223
		Robert Atkinson, President	Michael Garaguso, President	Joseph Rodriguez, President
		P: 856-273-8200	P: 856-467-2800	P: 609-653-0133
		F: 856-273-8206	F: 856-467-5299	F: 609-840-6071
		duallinfo@comcast.net	mgaraguso@merrellandgaraguso.com	joer@oceanconst.com
ITEM	DESCRIPTION	LUMP SUM	LUMP SUM	LUMP SUM
PART A: BASE BID				
1	All work as it relates to Division 02 of the Project Manual: Site Work, including Shoring and Bracing, Selective Demolition, Removals, Archeological Monitoring, etc.	\$15,000.00	\$50,000.00	\$61,850.00
2	All work as it relates to Divisions 03 and 04 of the Project Manual: Concrete and Masonry	\$32,800.00	\$18,000.00	\$30,850.00
3	All work as it relates to Divisions 05 and 06 of the Project Manual: Metals and (Rough and Finish) Carpentry	\$96,500.00	\$262,000.00	\$161,150.00
4	All work as it relates to Division 07 of the Project Manual: Thermal and Moisture Protection, including Sheet Metals and Sealants	\$18,000.00	\$4,000.00	\$27,850.00
5	All work as it relates to Division 08 of the Project Manual: Doors, Windows and Related Hardware	\$128,700.00	\$150,000.00	\$281,000.00
6	Owner-specified allowance for the retrofitting of and corrective work at the existing Boat Doors for smoother operation	\$5,000.00	\$5,000.00	\$5,000.00
7	All work as it relates to Division 09 of the Project Manual: Finishes, including Plaster, Gypsum Wallboard, Tile, Flooring and Painting (Exterior and First Floor only)	\$134,400.00	\$104,000.00	\$196,300.00
8	All work as it relates to M-Series Drawings: Mechanical/ HVAC (not including Whole House Ventilation)	\$92,880.00	\$78,200.00	\$146,800.00
9	All work as it relates to P-Series Drawings and Divisions 10 and 22 of the Project Manual: Toilet Room Accessories and Plumbing	\$29,520.00	\$30,000.00	\$28,900.00
10	All work as it relates to FP-Series Drawings: Fire Protection	\$173,200.00	\$164,300.00	\$200,700.00
11	All work as it relates to E-Series Drawings and Division 26 of the Project Manual: Electrical, including Lightning Protection (not including Whole House Ventilation)	\$179,400.00	\$108,500.00	\$160,700.00
12	Owner's Requirements, General Conditions, Division 01 of the Project Manual and all other items not listed above	\$25,000.00	\$142,000.00	\$38,500.00
TOTAL BASE BID PRICE, ITEMS 1 - 12:		\$930,400.00	\$1,116,000.00	\$1,339,600.00



Michael Calafati Architect, LLC

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

October 19, 2016

Joseph S. Clark, QPA, RPP0, CPPB, City Purchasing Manager
Department of Administration-Purchasing Division
Ocean City City Hall – Room 203
861 Asbury Avenue
Ocean City, NJ 08226

Re: *Bid Results and Recommendation for Award*
Phase II Improvements at the Ocean City Life Saving Station

Dear Joe:

In addition to what has already been prepared by your staff, I attach two additional summaries of the three bid proposals received for the above captioned project by the City of Ocean City last Thursday, October 13, 2016. As you know, two of the five prequalified bidders did not submit proposals. Thomas Barry Marine Construction, Inc. of South Dennis, NJ informed me via email shortly after the start of bidding that they did not intend to participate and Dell Tech, Inc. of Trenton, NJ informed me via email the day before the bid opening that they would not be submitting a proposal due to their heavy workload.

The three bid proposal received exceed available funds and were not as we had hoped but appear to be an accurate reflection of current conditions in the construction field. The lowest base bid proposal of \$930,400 submitted by Dual Building Restoration, Inc. (DBR) exceeded the estimate of \$635,000 by 46.5% (not including items that were moved from the base project to add alternates in order to keep costs lower). The middle base bid proposal exceeded of \$1,116,000 submitted by Merrell and Garaguso, Inc. (M&G) exceeded the estimate by 76% (also, not including items that were moved from the base project to add alternates in order to keep costs lower). The highest base bid proposal of \$1,339,600 submitted by Ocean Construction, LLC of Marmora, NJ (OC) was well out of the pack and significantly out of line with the two lowest bidders.

The manner in which figures were provided on the Bid Proposal forms makes a raw comparison from line to line between contractors problematic, as each bidder has her/his own way of distributing various costs. As you will note on the attached Summary (page 4 of 5), M&G's line for Owner's Requirements and General Conditions is significantly higher than the two other bidders. Therefore, I have prepared a second Summary (page 5 of 5) in which the costs associated with Owner's Requirements and General Conditions in the Base Bid are redistributed among the other eleven categories proportionately. Doing so has revealed the following:

1. Certain categories, namely concrete, masonry, plumbing systems, fire protection and electrical systems, fall fairly close to one another and deviate less than the other categories (where the highest line item is 30% or less than the average of the remaining

two).

2. Among these categories, the lowest deviation is found within the line for Fire Protection. DBR's line of \$178k accounts for nearly 20% of their bid. The same line for M&G is \$188k and for OC it is \$207k (5% and 16% higher than DBR's line, respectively). Originally planned to be a dry-pipe sprinkler system, the design approach was changed to a Clean Agent system when it was determined during design development that the available water pressure would also require a fire pump to maintain proper pressure, likely a \$75,000 expense. As it is a large piece of equipment, the pump would have been housed in the outbuilding (similarly driving up costs, as the outbuilding would have to be rehabbed in the near term to accommodate the pump). Lastly, the Clean Agent system provides protection to the building and the artifacts within it whereas a sprinkler system is designed to save the building but may cause significant damage to artifacts housed in it.
3. DBR has provided the lowest line item costs in categories with higher deviation, such as site work, carpentry, doors and windows.
4. In the categories where DBR has not provided the lowest line items, specifically Thermal/Moisture Protection, First Floor Finishes, and Mechanical. Taken together these three total \$252k while M&G total \$213k (or 18% higher).

With respect to the five Alternates, namely Whole House Ventilation, Exterior Shutters, Second Floor Finishes, Interior Storm Windows and Outbuilding Rehabilitation, DBR has provided the lowest line items with the exception of ventilation and storm windows. Together these two lines total \$50,500 while M&G total \$18,700 (or 170% higher). Despite this large deviation, when taken together all five Alternates total \$148,500 for DBR while they total \$288,500 for M&G.

Analysis of the pricing information contained within the bid proposals has provided a basis to look deeper into the project and consider alternate ways to realize a lesser project that would utilize the available funds with little or no extra resources. Using DBR's pricing, I estimate that a project of approximately \$635,000 could be realized if the ADA ramp, interior doors, all finishes, toilet room plumbing and interior electric circuits were removed from the scope and left for the next phase. This may be a reasonable approach but would require the re-qualification of prospective bidders, due to the time elapsed since the current pool of bidders was established and because of the reduction in scope.

Although a reduced project would advance the building's preservation and eventual re-use, it would not yet yield a building with a Certificate of Occupancy. Additionally, the items omitted would continue to escalate in terms of construction cost (the website for RS Means indicates that the general construction price index has increased by 16% over the last six years). For these reasons, based on the qualifications of the low bidder, and contingent upon sufficient funding, I recommend that the City move forward with the base bid proposal as submitted by Duall Building Restoration, Inc. in the amount of \$930,400. Lastly, while many of the project's other alternates may be deferred to a later date and not impact occupancy, I recommend that the City

Joseph S. Clark, City Purchasing Manager
October 19, 2016
Page 3 of 3

either consider electing Alternate #1 and increase the award amount to \$941,900 so that whole house ventilation is included.

I look forward to your review of the recommendations herein. Please contact me at your earliest convenience so that we may discuss this further.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Calafati". The signature is fluid and cursive, with a prominent flourish at the end.

Michael Calafati, AIA

cc: Frank Donato, III, Director, Financial Management Director, City of Ocean City
Matthew von der Hayden, Manager, Capital Planning, City of Ocean City
Roger Rinck, Manager Engineering and Construction, City of Ocean City
John Loeper, Historic Preservation Commission, City of Ocean City
Project File

**PHASE II IMPROVEMENTS AT THE OCEAN CITY LIFE SAVING STATION
CITY CONTRACT NO. 15-38**

BID PROPOSALS RECEIVED BY THE CITY OF OCEAN CITY
Bids received up until 2:00 p.m., Thursday, October 13, 2016
By Joseph S. Clark, City Purchasing Manager

Council Chamber (3rd Floor of City Hall), 861 Asbury Avenue, Ocean City, NJ 08226

	Dell Tech, Inc.	Duall Building Restoration, Inc.	Merrell & Garaguso, Inc.	Ocean Construction, LLC
#01 Div. 02: Site Work, Shoring, Sel. Demo.		\$15,000	\$50,000	\$61,850
#02 Div.s 03 & 04: Concrete & Masonry		\$32,800	\$18,000	\$30,850
#03 Div.s 05 & 06: Metals and Carpentry		\$96,500	\$262,000	\$161,150
#04 Div. 07: Thermal & Moisture Protection		\$18,000	\$4,000	\$27,850
#05 Div. 08: Doors, Windows & Related Hardware		\$128,700	\$150,000	\$281,000
#06 Allowance for the existing Boat Doors		\$5,000	\$5,000	\$5,000
#07 Div. 09: Finishes (Exterior & First Floor only)		\$134,400	\$104,000	\$196,300
#08 M-Series Drawings: Mechanical/ HVAC		\$92,880	\$78,200	\$146,800
#09 P-Series Drawings & Div.s 10 & 22		\$29,520	\$30,000	\$28,900
#10 FP-Series Drawings: Fire Protection		\$173,200	\$164,300	\$200,700
#11 E-Series Drawings & Div. 26		\$179,400	\$108,500	\$160,700
#12 Owner's Req., General Conditions		\$25,000	\$142,000	\$38,500
TOTAL BASE BID PRICE #1 through #12		\$930,400	\$1,116,000	\$1,339,600
ALT #1: Whole House Ventilation Package		\$11,500	\$5,000	\$17,500
<i>Total Base Bid Price + Alt. #1 =</i>		<i>\$941,900</i>	<i>\$1,121,000</i>	<i>\$1,357,100</i>
ALT #2: Shutter Package		\$32,000	\$59,700	\$62,750
<i>Total Base Bid Price + Alt.s #1+2 =</i>		<i>\$973,900</i>	<i>\$1,180,700</i>	<i>\$1,419,850</i>
ALT #3: Second Floor Finishes Package		\$12,000	\$62,900	\$54,000
<i>Total Base Bid Price + Alt.s #1+2+3 =</i>		<i>\$985,900</i>	<i>\$1,243,600</i>	<i>\$1,473,850</i>
ALT #4: Storm Windows Package		\$39,000	\$13,700	\$16,750
<i>Total Base Bid Price + Alt.s #1+2+3+4 =</i>		<i>\$1,024,900</i>	<i>\$1,257,300</i>	<i>\$1,490,600</i>
ALT #5: Outbuilding Rehabilitation Package		\$54,000	\$147,200	\$120,300
<i>Total Base Bid Price + Alt.s #1+2+3+4+5 =</i>		<i>\$1,078,900</i>	<i>\$1,257,300</i>	<i>\$1,610,900</i>
All Three (3) Addenda Acknowledged?	Yes	Yes	Yes	Yes

Summary Form Prepared by
Michael Calafati Architect, LLC

**PHASE II IMPROVEMENTS AT THE OCEAN CITY LIFE SAVING STATION
CITY CONTRACT NO. 15-38**

BID PROPOSALS RECEIVED BY THE CITY OF OCEAN CITY
Bids received up until 2:00 p.m., Thursday, October 13, 2016
By Joseph S. Clark, City Purchasing Manager

Council Chamber (3rd Floor of City Hall), 861 Asbury Avenue, Ocean City, NJ 08226

	Dell Tech, Inc.	Duall Building Restoration, Inc.	Merrell & Garaguso, Inc.	Ocean Construction, LLC
#01 Div. 02: Site Work, Shoring, Sel. Demo.		\$15,414	\$57,290	\$63,680
#02 Div.s 03 & 04: Concrete & Masonry		\$33,706	\$20,624	\$31,763
#03 Div.s 05 & 06: Metals and Carpentry		\$99,165	\$300,197	\$165,918
#04 Div. 07: Thermal & Moisture Protection		\$18,497	\$4,583	\$28,674
#05 Div. 08: Doors, Windows & Related Hardware		\$132,254	\$171,869	\$289,315
#06 Allowance for the existing Boat Doors		\$5,138	\$5,729	\$5,148
#07 Div. 09: Finishes (Exterior & First Floor only)		\$138,111	\$119,162	\$202,109
#08 M-Series Drawings: Mechanical/ HVAC		\$95,445	\$89,601	\$151,144
#09 P-Series Drawings & Div.s 10 & 22		\$30,335	\$34,374	\$29,755
#10 FP-Series Drawings: Fire Protection		\$177,982	\$188,253	\$206,639
#11 E-Series Drawings & Div. 26		\$184,354	\$124,318	\$165,455
<i>Owner's Requirements & General Conditions distributed proportionally above</i>				
TOTAL BASE BID PRICE #1 through #12		\$930,400	\$1,116,000	\$1,339,600
ALT #1: Whole House Ventilation Package		\$11,500	\$5,000	\$17,500
<i>Total Base Bid Price + Alt. #1 =</i>		<i>\$941,900</i>	<i>\$1,121,000</i>	<i>\$1,357,100</i>
ALT #2: Shutter Package		\$32,000	\$59,700	\$62,750
<i>Total Base Bid Price + Alt.s #1+2 =</i>		<i>\$973,900</i>	<i>\$1,180,700</i>	<i>\$1,419,850</i>
ALT #3: Second Floor Finishes Package		\$12,000	\$62,900	\$54,000
<i>Total Base Bid Price + Alt.s #1+2+3 =</i>		<i>\$985,900</i>	<i>\$1,243,600</i>	<i>\$1,473,850</i>
ALT #4: Storm Windows Package		\$39,000	\$13,700	\$16,750
<i>Total Base Bid Price + Alt.s #1+2+3+4 =</i>		<i>\$1,024,900</i>	<i>\$1,257,300</i>	<i>\$1,490,600</i>
ALT #5: Outbuilding Rehabilitation Package		\$54,000	\$147,200	\$120,300
<i>Total Base Bid Price + Alt.s #1+2+3+4+5 =</i>		<i>\$1,078,900</i>	<i>\$1,257,300</i>	<i>\$1,610,900</i>
All Three (3) Addenda Acknowledged?	Yes	Yes	Yes	Yes

Summary Form Prepared by
Michael Calafati Architect, LLC

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#3

**AUTHORIZING THE AWARD OF CITY CONTRACT #16-43,
2016 BULKHEAD IMPROVEMENTS AT VARIOUS LOCATIONS**

WHEREAS, specifications were authorized for advertisement by Resolution #16-52-276 on Tuesday, October 11, 2016 for City Contract #16-43, 2016 Bulkhead Improvements at Various Locations; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, October 12, 2016, the Notice to Bidders and the specifications was posted on the City of Ocean City's website. www.ocnj.us; and the Invitation to Bid was distributed to twenty-three (23) prospective bidder(s) for City Contract #16-43, 2016 Bulkhead Improvements at Various Locations; and

WHEREAS, bid proposals were opened for City Contract #16-43, 2016 Bulkhead Improvements at Various Locations on Tuesday, November 1, 2016 and four (4) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Mathew von der Hayden, Manger of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent; and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #16-43, 2016 Bulkhead Improvements at Various Locations be awarded to Albert Marine Construction, the lowest responsible bidder; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #16-43, 2016 Bulkhead Improvements at Various Locations be and is hereby awarded to the following lowest responsible bidder:

**Albert Marine Construction
65 Pennsylvania Avenue
Waretown, NJ 08758**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
1	Maintenance and Protection of Traffic	1 Lump Sum	\$ 1,100.00	\$ 1,100.00
2	Soil Erosion and Sediment Control	1 Lump Sum	\$ 1,500.00	\$ 1,500.00
3	Salvador Harbor Composite Bulkhead	1 Lump Sum	\$ 153,595.00	\$ 153,595.00
4	Dense Graded Aggregate Base Course, 6" Thick	250 S.Y.	\$ 45.00	\$ 11,250.00
5	Hot Mix Asphalt Base Course, Mix 19m64, 4 1/2" Thick	250 S.Y.	\$ 68.00	\$ 17,000.00
6	8"x18" Concrete Vertical Curb	150 L.F.	\$ 52.00	\$ 7,800.00
7	Concrete Sidewalk, 4" Thick	100 S.Y.	\$ 82.00	\$ 8,200.00
8	Split Rail Fence	120 L.F.	\$ 36.00	\$ 4,320.00
9	Site Restoration	1 Lump Sum	\$ 5,150.00	\$ 5,150.00
10	15" High Density Polyethylene Culvert Pipe	40 L.F.	\$ 125.00	\$ 5,000.00
11	18" High Density Polyethylene Culvert Pipe	20 L.F.	\$ 130.00	\$ 2,600.00
12	Inlets, Type "A"	2 Unit	\$ 3,200.00	\$ 6,400.00
13	Utility Crossing	3 Unit	\$ 100.00	\$ 300.00
Total Amount Bid, Based on Estimated Quantities Base Bid Items 1 - 13:				\$ 224,215.00

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 Albert Marine Construction, 65 Pennsylvania Avenue, Waretown, NJ 08758 for City Contract #16-43, 2016 Bulkhead Improvements at Various Locations as listed and in accordance with the specifications and the submitted bid proposal.

The Director of Financial Management certifies that funds are available and shall be charged to the following Capital Account #: C-04-55-299-010 (\$244,215.00).

CERTIFICATION OF FUNDS

 Frank Donato III, CMFO
 Director of Financial Management

 Peter V. Madden
 Council President

Files: RAW 16-43 2016 Bulkhead Imprv at various locations.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 2016

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

.....
 Melissa G. Bovera, City Clerk



CITY OF OCEAN CITY
AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

DATE RECEIVED: Tuesday, November 1, 2016 @ 2:00 PM, EDT
CITY CONTRACT #: 16-43
PROPOSAL NAME: 2016 Bulkhead Improvements at Various Locations

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

NAME, ADDRESS & BID OF EACH BIDDER				Albert Marine Construction	KG Marine Contracting, Inc.	Larson Marine Services, LLC	Walters Marine Construction, Inc.				
Key: Apparent Low Bidder Calculation Error				65 Pennsylvania Avenue	46 Indian Road	P. O. Box 12	414 Woodbine Oceanview Road				
				Waretown, NJ 08758	Manahawkin, NJ 08058	Sea Isle City, NJ 08243	Ocean View, NJ 08230				
				Vicki Elisio-Albert, President	Kenneth George, President	Andrew Larson, Owner	David Southard, Secretary				
				P: 609-693-5524	P: 609-597-4513	P: 609-408-1843	P: 609-624-8702				
				F: 609-971-5641	F: 609-597-4671	F: 609-263-6644	F: 609-624-8703				
				albertmarine1@aol.com	gletdriver@aol.com	larsonsmarineservices.com	office@waltersmarineconstruction.com				
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LUMP SUM	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
2	SOIL EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00
3	SALVADOR HARBOR COMPOSITE BULKHEAD	1	LUMP SUM	\$ 153,595.00	\$ 153,595.00	\$ 185,000.00	\$ 185,000.00	\$ 180,000.00	\$ 180,000.00	\$ 179,500.00	\$ 179,500.00
4	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	250	S.Y.	\$ 45.00	\$ 11,250.00	\$ 15.00	\$ 3,750.00	\$ 40.00	\$ 10,000.00	\$ 10.00	\$ 2,500.00
5	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 4 1/2" THICK	250	S.Y.	\$ 68.00	\$ 17,000.00	\$ 30.00	\$ 7,500.00	\$ 40.00	\$ 10,000.00	\$ 35.00	\$ 8,750.00
6	8"x18" CONCRETE VERTICAL CURB	150	L.F.	\$ 52.00	\$ 7,800.00	\$ 126.00	\$ 18,900.00	\$ 40.00	\$ 6,000.00	\$ 32.00	\$ 4,800.00
7	CONCRETE SIDEWALK, 4" THICK	100	S.Y.	\$ 82.00	\$ 8,200.00	\$ 105.00	\$ 10,500.00	\$ 75.00	\$ 7,500.00	\$ 65.00	\$ 6,500.00
8	SPLIT RAIL FENCE	120	L.F.	\$ 36.00	\$ 4,320.00	\$ 41.66	\$ 4,999.20	\$ 41.67	\$ 5,000.40	\$ 15.00	\$ 1,800.00
9	SITE RESTORATION	1	LUMP SUM	\$ 5,150.00	\$ 5,150.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
10	15" HIGH DENSITY POLYETHYLENE CULVERT PIPE	40	L.F.	\$ 125.00	\$ 5,000.00	\$ 185.00	\$ 7,400.00	\$ 250.00	\$ 10,000.00	\$ 90.00	\$ 3,600.00
11	18" HIGH DENSITY POLYETHYLENE CULVERT PIPE	20	L.F.	\$ 130.00	\$ 2,600.00	\$ 190.00	\$ 3,800.00	\$ 250.00	\$ 5,000.00	\$ 100.00	\$ 2,000.00
12	INLETS, TYPE "A"	2	UNIT	\$ 3,200.00	\$ 6,400.00	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00
13	UTILITY CROSSING	3	UNIT	\$ 100.00	\$ 300.00	\$ 1,200.00	\$ 3,600.00	\$ 2,500.00	\$ 7,500.00	\$ 500.00	\$ 1,500.00
Total Amount Bid, Base Bid Items 1 - 13:					\$224,215.00		\$273,949.20		\$263,000.40		\$224,450.00
Required Number of Copies (2):				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Bid Deposit/Bond:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Consent of Surety:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Right to Extend - Time for Award:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Stockholder Disclosure Statement:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Non-Collusion Affidavit:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Mandatory Equal Employment Opportunity Language:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Affirmative Action Regulation Compliance Notice:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Required Subcontractors Listing:				Y/N	Yes - None	Y/N	Yes - None	Y/N	Yes - None	Y/N	Yes - None
Acknowledge of Receipt of Addenda:				Y/N	Yes - None	Y/N	Yes - None	Y/N	Yes - None	Y/N	Yes - None
Disclosure of Investment Activities in Iran Statement-Two Part Form:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Business Registration Certificate (BRC):				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Business Registration Certificate for Subcontractors (BRC):				Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
NJ Public Works Contractors Registration Act Certificate:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Public Works Contractors Registration Act Certificate for Subcontractors:				Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
Statement of Authority:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
W-9:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

ADMINISTRATION

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

Memo

To: Joseph Clark, QPA, Purchasing Manager
From: Arthur J. Chew, PE, PP, CFM, CME, CPWM
CC:
Date: November 2, 2016
Re: Recommendation of Award - Contract 16-43 – Job # 2-2016-043



I have reviewed the qualifications and bid prices of Albert Marine and find them acceptable. The company has previously worked on similar bulkhead projects within the City of Ocean City. Their previous work has been generally acceptable and I have no objection with the contract being awarded to Albert Marine.

This project includes the reconstruction of the Salvador Harbor bulkhead off of Tennessee Avenue between Gilbert Land and Marshall Drive as well as the roads and drainage adjacent to the bulkhead. The bulkhead has deflected over the past year and warrants the acceleration of the replacement to this winter as opposed to the previously planned replacement for after the 2017 summer.

AJC

\\OCESERVER\NetworkShare\Engineering\2-Beach and Bay\2-2016-043 2016 Bulkhead Improvements\Letters\16-43 Recommendation to Award 16-11-02.doc

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#4

**AUTHORIZING THE REJECTION OF BIDS FOR CITY CONTRACT #16-51, 2016
IMPROVEMENTS TO VARIOUS RECREATIONAL COURT FACILITIES**

WHEREAS, Specifications were authorized for advertisement by Resolution #16-52-278 on Tuesday, October 11, 2016 for City Contract #16-51, 2016 Improvements to Various Recreational Court Facilities; and

WHEREAS, the Notice to Bidders was advertised in the Press of Atlantic City on October 15, 2016 the Notice to Bidders was posted on the City of Ocean City's website @ www.ocnj.us and the Invitation to Bid was distributed to twenty-three (23) prospective bidder(s) for City Contract #16-51, 2016 Improvements to Various Recreational Court Facilities; and

WHEREAS, bid proposals were opened for City Contract #16-51, 2016 Improvements to Various Recreational Court Facilities on Tuesday, November 1, 2016 and one (1) bid proposal was received; and

WHEREAS, Arthur Chew, P.E., P.P., Assistant City Engineer; Matthew von der Hayden, Manager of Capital Projects; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommend that the bid proposal be rejected due to the bid being over the engineer's estimate and the budgeted amount in accordance to N.J.S.A. 40A:11-13.2 (a,b); and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that City Contract #16-51, 2016 Improvements to Various Recreational Court Facilities be and is hereby rejected as stated above.

Peter V. Madden
Council President

Files: REJ 16-51 2016 Imprv to Rec Court Fac.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 2016

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

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#5

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY & CZAR ENGINEERING, LLC FOR THE OCEAN CITY PUBLIC SAFETY BUILDING IMPROVEMENTS - SCHEMATIC DESIGN & COST ANALYSIS

WHEREAS, the City of Ocean City requires certain professional design & cost analysis for the Ocean City Public Safety Building; and

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

WHEREAS, Czar Engineering, LLC has the required expertise and has performed these services for the City of Ocean City in the past; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contracts issued in the calendar year 2016 with said firm will exceed \$17,500.00; and

WHEREAS, Arthur Chew, P.E., P.P., Assistant City Engineer; Matthew von der Hayden, Manager of Capital Projects; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that Czar Engineering, LLC, 5014 Fernwood Avenue, Egg Harbor Township, NJ 08234 be awarded an alternative-non-advertised professional service contract for the architectural & structural engineering services of the Ocean City Public Safety Building; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional service contract to **Czar Engineering, LLC, 5014 Fernwood Avenue, Egg Harbor Township, NJ 08234** for professional schematic design & cost analysis services for the Ocean City Public Safety Building as follows:

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
1.	Project Summary & Scope of Work		
	Professional Services:	Lump Sum	\$ 106,500.00
a.	Additional On Site Field Verification	\$ 21,300.00	
b.	Schematic Design	\$ 54,400.00	
c.	Preliminary Building Envelope Design	\$ 15,100.00	
d.	Basis of Design Preparation	\$ 15,700.00	
Total Amount of Schematic Design & Cost Analysis.....			\$ 106,500.00

Additional Items to be billed at the following rates:

Hourly Rate Schedule

1.	Expert Witness Testimony	Per Hour	\$ 300.00
2.	Principal Officer	Per Hour	\$ 210.00
3.	Project Manager	Per Hour	\$ 185.00
4.	Senior Engineer	Per Hour	\$ 170.00
5.	Engineer	Per Hour	\$ 145.00
6.	Engineer Associate	Per Hour	\$ 125.00
7.	Construction Coordinator	Per Hour	\$ 145.00
8.	Designer Coordinator	Per Hour	\$ 125.00
9.	Senior Designer/Architectural Designer	Per Hour	\$ 100.00
10.	CAD Operator	Per Hour	\$ 85.00
11.	Clerical/Secretarial	Per Hour	\$ 55.00

Reimbursable Expenses

Sub-consultants	Cost X	1.25
Expenses passed through	Cost X	1.10

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

Czar Engineering, LLC (Continued)

2. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a purchase order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a purchase order for said service.
3. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for Czar Engineering, LLC has been submitted and shall be placed on file in the City's Purchasing Division Office.
4. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Czar Engineering, LLC, 5014 Fernwood Avenue, Egg Harbor Township, NJ 08234 for professional schematic design & cost analysis services for the Ocean City Public Safety Building as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Capital Account # C-04-55-294-213.

CERTIFICATION OF FUNDS

 Frank Donato, III, CMFO
 Director of Financial Management

 Peter V. Madden
 Council President

Files: RPS 2016 - Czar Engineering LLC-2ndPublic Safety Building.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 2016.

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

 Melissa G. Bovera, City Clerk

CZAR Engineering, L.L.C.

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

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

October 18, 2016

James V. Mallon
Business Administrator
City of Ocean City, NJ
861 Asbury Avenue
Ocean City, NJ 08226

RE: PROPOSAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Schematic Design & Cost Analysis
Ocean City Public Safety Building
835 Central Avenue
Ocean City, New Jersey

Dear Mr. Mallon:

Thank you for the opportunity to submit our continued design services proposal for the Ocean City Public Safety Building Improvements. Our previous services included the development of a building program and conceptual design study establishing the goals and alternatives for an addition to the existing facility to modernize the facility's operations. Our proposal for continued services will develop the concept into a schematic design solution and basis of design narrative, with additional development in selected areas in order to provide information critical to a cost estimate for the proposed facility.

The following is a fixed fee proposal for this schematic design phase as outlined herein. This proposal is based on commencing work immediately.

I welcome the opportunity to meet with you or discuss any questions you might have with regard to this proposal. In order to proceed we require a signed copy of this proposal. We are looking forward to continuing work with you and the City of Ocean City.

PROJECT DESCRIPTION

The City of Ocean City intends to construct an addition behind the Ocean City Public Safety Building and perform extensive renovations to the existing building.

The existing building's first floor will be converted to include open parking, secured stairs, entrance lobby, storage and similar uses. The existing second and third floors will be partially renovated and continue to house police and municipal court functions.

Client: City of Ocean City, NJ
Project: Ocean City Public Safety Building

The proposed addition will include a ground floor open parking area, sallyport, elevator, storage, stairs and additional similar uses. The second and third floor additions will house police functions.

The existing building is three levels with a total interior area of approximately 23,700 square feet. Each floor is approximately 7,900 square feet total.

The new addition will be three levels with a total building area of approximately 15,000 square feet. Each floor is approximately 5,000 square feet total.

SCOPE OF SERVICES

Architectural

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

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

Based on the Owner's comments and input, the Architect shall prepare schematic design documents of the project solution, including (as may be applicable), floor plans and preliminary ceiling plans as well as design study sketches and renderings as the Architect deems appropriate to convey the design solution. The design solution will be refined through consecutive meetings with the Owner and Owners Agents.

The Architect will prepare preliminary building envelope designs, generally describing the wall, roof and thermal envelope requirements necessary for pricing.

The Architect will prepare a Basis of Design narrative, giving general parameters for the interior building environment design, including interior finish materials, floor surfaces, door/window information and specification of major building elements, such as elevators, modular detention units, etc.

The Architect will consider and incorporate environmentally-sensitive solutions to project orientation, components, systems, and materials as may be practical without substantial impact to the project budget.

At the completion of the Schematic Design phase, the Architect will provide the Owner with the schematic design set and the Architect's budget for the cost of the Work.

The completion schematic design solution will be prepared and presented to the municipal Planning board for a courtesy review.

Upon approval of the Schematic Design solution, and upon Owner direction, the Architect will prepare a separate proposal for continued design services from Design Development through Construction Administration for review and approval by the Owner.

Structural Engineering

1. Geotechnical Testing:
 - a. Mobilization & Demobilization of truck mounted drilling equipment
 - b. Perform (2) two soil boring to required depths utilizing hollow stem augers and/or mud rotary. Determine standard spoon penetration resistance per six (6) inches (140# hammer 30" drop) continuously for the first 12 feet, then at each five (5) foot interval or change of material thereafter, using a 2" O.D. split sample spoon. To include groundwater level recording.
2. Structural as-built survey noting all the bearing walls, beams, columns, joist, and rafters.
3. Develop a set of as-built framing plans for each of the floors.
4. Calculate all loads though the building per the modern building code.
5. Modify as-built framing plans for all the floors as required into a set of schematic construction plans.
6. Design and prepare schematic drawings for the proposed building addition.

Mechanical / Electrical/ Plumbing / Fire Protection Engineering

1. Field survey to confirm existing conditions, points of connection, etc.
2. Prepare a schematic set of plans and a design narrative describing the extent of plumbing, HVAC, electrical and fire protection systems work necessary to construct the project as proposed. These documents will provide sizing of all major equipment and a narrative description of the mechanical, electrical, plumbing and fire protection systems to be proposed for this project. These documents will be used by the project's Estimator for preliminary pricing to be presented to the City. No further design work will be performed as part of this project.

Program Management

1. Develop overall project schedule
2. Develop detailed Control Estimate based on schematic phase documentation.

FEE FOR SERVICES

For the above mentioned scope of work, **Czar Engineering, LLC proposes a lump sum fee of ONE HUNDRED SIX THOUSAND FIVE HUNDRED DOLLARS (\$106,500)** allocated as follows:

Client: City of Ocean City, NJ
Project: Ocean City Public Safety Building

Additional On-Site Field Verification	= \$21,300
Schematic Design Documents	= \$54,400
Preliminary Building Envelope Design	= \$15,100
Basis of Design Preparation	= \$15,700

This proposal is valid for a period of 90 days beyond the date of the proposal. Work may begin immediately upon a signed copy of this proposal.

PROPOSAL ASSUMPTIONS / EXCLUSIONS

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

1. The project schematic documents will be prepared using AutoCAD.
2. Meetings to be conducted during normal business hours, Monday through Friday, dates and times to be coordinated with Owner.
3. The following services are not included in this proposal:
 - a. Preparation of design or construction documents beyond the schematic design documents, ("preliminary pricing documents"), described above.
 - b. Security, surveillance, jail locking, CCTV and IT design services.
 - c. Testing, adjusting or balancing of existing mechanical, electrical, plumbing and fire protection systems.
 - d. Fire protection hydraulic calculations and fire protection shop drawings.
 - e. Civil / Site related engineering including site lighting, site surveys, soil erosion, storm water design, grading etc.
 - f. Construction Administration services after the issuance of completed schematic design and narrative.
 - g. Environmental engineering services.
 - h. Design of specialized building lighting systems.
 - i. Land Surveying
 - j. Site/Civil design and engineering
 - k. Low voltage system design and specification
 - l. Czar Engineering, LLC is not responsible for additional work associated with modifications to plans as a result of rejection of any variances or variations.
 - m. Hazardous materials investigation and/or removal.
 - n. Operating/life cycle cost analysis
 - o. Value-Engineering plan revisions after completion of construction documents.

REIMBURSABLE EXPENSES

Reimbursable expenses shall be at a rate of 1.1 times direct expense and shall not exceed amounts as noted above. Reimbursable expenses may include the following:

1. Printing and Postage costs
2. Photocopies

Client: City of Ocean City, NJ
Project: Ocean City Public Safety Building

3. Computer-generated renderings/animation
4. Subconsultants scope of work

TERMS & CONDITIONS

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

1. This proposal is non-transferable and is valid for 45 calendar days from the date of the proposal. Once expired, Czar Engineering, LLC reserves the right to revise the proposal accordingly to reflect changing staffing and schedule demands.
2. Unless indicated otherwise in this proposal, design services shall commence within (5) days after receipt of: An original signed copy of this proposal or a Written Notice to Proceed.
3. Unless indicated otherwise in this proposal, payments shall be invoiced monthly through the course of the Work. Payment on invoices shall be due upon receipt of the invoice. Invoices in excess of 30 days may be subject to a late penalty of 1½ percent per month, or a maximum of 18 percent per annum.
4. Czar Engineering, LLC reserves the right to cease services for lack of payment for accounts in excess of 90 days, with (5) days prior written notice to the Owner.
5. Either party may terminate this Agreement with (5) days prior notice. Czar Engineering, LLC shall be due payment for all services and reimbursable expenses complete or in progress up to and including the date of termination. Czar Engineering, LLC reserves the right to withhold the products of services related to this Agreement until receipt of final payment.
6. Any areas of Work requested by the Owner which are not included in this proposal. If such Work is requested by the Owner, Czar Engineering, LLC will identify the Work to the Owner and prepare a proposal for services for Owner approval prior to commencement of the Additional Services.
7. Owner and Czar Engineering, LLC acknowledge that project timing as represented herein is preliminary and approximate in nature and may materially change during the course of the project development.

If you have any questions, please contact this office.

Sincerely,



Lamont "butch" czar, p.e.

Enclosure

Accepted this _____ day of _____, 2016

Client: City of Ocean City, NJ
Project: Ocean City Public Safety Building

By: _____

Client: City of Ocean City, NJ
Project: Ocean City Public Safety Building

**CZAR ENGINEERING, L.L.C.
CONTRACT PROVISIONS**

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.

2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.

3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Czar Engineering, L.L.C. are instruments of Czar Engineering, L.L.C.'s service that shall remain Czar Engineering, L.L.C.'s property. The Client agrees not to use Czar Engineering, L.L.C.-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by Czar Engineering, L.L.C. without Czar Engineering, L.L.C.'s prior written permission.

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

4. **DISPOSAL OF SAMPLES** - Czar Engineering, L.L.C. will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. **HAZARDOUS MATERIALS** - The scope of Czar Engineering, L.L.C.'s services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. **CONSTRUCTION SERVICES** - When construction-phase services are included in the Agreement, Czar Engineering, L.L.C. will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

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

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

Client: City of Ocean City, NJ
Project: Ocean City Public Safety Building

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

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

8. **OPINION OF PROBABLE COSTS** - When required as part of our work, Czar Engineering, L.L.C. will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Czar Engineering, L.L.C. hereunder will be made on the basis of Czar Engineering, L.L.C.'s experience and qualifications and will represent Czar Engineering, L.L.C.'s judgment as an experienced and qualified design professional. Czar Engineering, L.L.C. does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK** - The Client may, at any time, by written notice, suspend further work by Czar Engineering, L.L.C.. The Client shall remain liable for, and shall promptly pay Czar Engineering, L.L.C. for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes Czar Engineering, L.L.C.'s work on the Project, Czar Engineering, L.L.C. and the Client shall renegotiate Czar Engineering, L.L.C.'s fee.

If payment of invoices by the Client is not maintained current, Czar Engineering, L.L.C. may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold Czar Engineering, L.L.C. harmless from any claim or liability resulting from such suspension.

10. **TERMINATION** - The Client or Czar Engineering, L.L.C. may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate Czar Engineering, L.L.C. for services performed prior to termination and for prior authorized commitments made by Czar Engineering, L.L.C. on the Client's behalf.

11. **CHANGES OR DELAYS** - Unless the accompanying Proposal provides otherwise, the proposed fees constitute Czar Engineering, L.L.C.'s estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

12. **FORCE MAJEURE** - Czar Engineering, L.L.C. will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** - Czar Engineering, LLC and client each recognize the relative risks, rewards and benefits of the project to both the Client/Owner and Professional, the risks have been allocated so that the Client/Owner agrees to that to the fullest extent permitted by law, the total liability by Professional, its engineers and other personnel to the Client/Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement, from any cause of causes, shall be limited to \$25,000.00 or 1.5 times Professional's total fees for services rendered on this project whichever is greater. In no event shall Professional's liability exceed the available proceeds of Professional's insurance policy. Such causes included, but are not limited to Professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. This limitation of liability cost is included in this proposal as a part of Professional's

Client: City of Ocean City, NJ
Project: Ocean City Public Safety Building

basic fee unless otherwise noted. Upon the Owner's request, Professional shall endeavor to obtain additional insurance coverage which shall be incorporated as an additional direct reimbursable expense to the owner.

Czar Engineering, LLC may retain consultants as independent contractors to perform services under this Agreement, on behalf of the Client, and Czar Engineering, LLC shall rely on the accuracy of information provided by said consultants. However, Czar Engineering, LLC shall not be responsible to the Client for loss allegedly arising from inaccuracies in documents or other information provided by consultants or Client.

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

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

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

16. **MISCELLANEOUS**

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

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

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

Client: City of Ocean City, NJ
Project: Ocean City Public Safety Building

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

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

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

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

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#6

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY &
CZAR ENGINEERING, LLC FOR THE 46 STREET FACILITY
STRUCTURAL AND ROOF ANALYSIS AND DESIGN

WHEREAS, the City of Ocean City requires certain professional architectural & structural engineering services for the Ocean City 46 Street Municipal Facility; and

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

WHEREAS, Czar Engineering, LLC has the required expertise and has performed these services for the City of Ocean City in the past; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contracts issued in the calendar year 2016 with said firm will exceed \$17,500.00; and

WHEREAS, Arthur Chew, P.E., P.P., Assistant City Engineer; Matthew von der Hayden, Manager of Capital Projects; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that Czar Engineering, LLC, 5014 Fernwood Avenue, Egg Harbor Township, NJ 08234 be awarded an alternative-non-advertised professional service contract for the architectural & structural engineering services of the 46th Street Facility; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional service contract to **Czar Engineering, LLC, 5014 Fernwood Avenue, Egg Harbor Township, NJ 08234** for professional architectural & structural engineering services for the 46th Street Facility as follows:

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
1.	Basic Services:		
	Roof Replacement:	Lump Sum	\$ 24,100.00
	a. Evaluation	\$ 3,500.00	
	b. Contract Documents	\$ 8,600.00	
	c. Bidding	\$ 500.00	
	d. Contract Administration	\$ 3,500.00	
	e. Construction Management	\$ 8,000.00	
Total Amount of Architectural & Structural Engineering Services:			
Basic Services Item 1.a-e.....			\$ 24,100.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Czar Engineering, LLC (Continued)

Additional Items to be billed at the following rates:

Hourly Rate Schedule

1.	Expert Witness Testimony	Per Hour	\$	300.00
2.	Principal Officer	Per Hour	\$	210.00
3.	Project Manager	Per Hour	\$	185.00
4.	Senior Engineer	Per Hour	\$	170.00
5.	Engineer	Per Hour	\$	145.00
6.	Engineer Associate	Per Hour	\$	125.00
7.	Construction Coordinator	Per Hour	\$	145.00
8.	Designer Coordinator	Per Hour	\$	125.00
9.	Senior Designer/Architectural Designer	Per Hour	\$	100.00
10.	CAD Operator	Per Hour	\$	85.00
11.	Clerical/Secretarial	Per Hour	\$	55.00

Reimbursable Expenses

Sub-consultants	Cost X	1.25
Expenses passed through	Cost X	1.10

2. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a purchase order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a purchase order for said service.
3. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for Czar Engineering, LLC has been submitted and shall be placed on file in the City's Purchasing Division Office.
4. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Czar Engineering, LLC, 5014 Fernwood Avenue, Egg Harbor Township, NJ 08234 for professional architectural & structural engineering services for the 46th Street Facility as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Capital Account # C-04-55-297-304.

CERTIFICATION OF FUNDS

 Frank Donato, III, CMFO
 Director of Financial Management

 Peter V. Madden
 Council President

Files: RPS 2016 - Czar Engineering LLC-46th St Facility.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 2016

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

 Melissa G. Bovera, City Clerk

CZAR Engineering, L.L.C.

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

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

October 27, 2016

James V. Mallon
Business Administrator
City of Ocean City, NJ
861 Asbury Avenue
Ocean City, NJ 08226

RE: PROPOSAL FOR ENGINEERING SERVICES
46th Street Firehouse - Station 3
Ocean City, New Jersey

Dear Mr. Mallon:

Thank you for the opportunity to submit our engineering services proposal for the 46th Street Firehouse - Station 3. In our meeting with Steve Longo and Roger Rinck, we discussed the City's need to install a new roofing system.

BASIC SERVICES

1. Evaluation:
 - a. Structural analysis of existing building to support new roofing system.
 - b. Building code search for use and construction classification.
 - c. Determination of maintenance requirements and projected lifespan.
 - d. Recommendations for site construction and requirements relative to metal roof type.
 - e. Prepare preliminary performance specifications for the various types of metal roof systems for cost analysis.
 - f. Submit a report listing the "pros and cons" of each roof type.
2. Contract Documents: My evaluation, along with existing plans, specifications and any prior reports that you may provide, all serve as a data base for the finalization of the roofing system design with full contract documents including drawings, bidding and contract requirements and technical specifications. Final cost estimates are fine tuned based on the contract documents and supplied to you prior to bidding.
3. Bidding: Following the 's approval of the contract documents, we would assist you in obtaining bids. We provide the advertisements, conduct prebid conferences, review the

Client: City of Ocean City, New Jersey
Project: 46th Street Firehouse - Station 3
Ocean City, New Jersey

bids, references, insurance bonds, etc. and prepare the Contractor's contract (subject to your legal counsel).

4. Contract Administration: We then provide contract administration through the actual installation of the roofing system. This includes complete photo documentation of preexisting conditions, progress photos and final project documentation, monitoring to evaluate contractors progress, submission review, site visits to document the progress of the work and conducting of job meetings. We review progress payments and change order requests and, prior to project close out, prepare the punch list and review for completion.

ADD ALTERNATE

The following Construction Program Management add alternate services could be included as follows:

1. Complete pre-construction photographic documentation of existing conditions
2. Attend Pre Award meeting
3. Assist Owner in obtaining all necessary pre-award documentation from successful bidder
4. Provide daily Observation Reports, dependent upon the contractor's scheduled activities, which will include the following:
 - a. Contractor's activities
 - b. Project workforce
 - c. General narrative on the overall progress of the project in comparison to the contractors CPM schedule
 - d. Advise the Owner and Engineer on any issues requiring additional actions
 - e. Safety: Observe the general conformance to the contractor's submitted safety program and advise the Owner/Engineer of concerns or deficiencies that require immediate attention.
 - f. Review Contractor's Application for Payment, Certified Payrolls, etc.
 - g. Attend all progress meetings
 - h. Project Schedule:
 1. Review the contractor's CPM schedule and provide updates based on the progress of the work
 2. Advise the Owner of any material deviations from the contractor's expected completion date.
5. Project Close Out:
 - a. Assist the Owner and Engineer in development of the project's punch list
 - b. Review progress of completion and report same to the Owner
 - c. Obtain all required project close out documents, warranties, Bonds, etc. required for close out

Client: City of Ocean City, New Jersey
Project: 46th Street Firehouse - Station 3
Ocean City, New Jersey

FEE FOR SERVICES

For basic services, we would require lump sum fee of \$16,100 itemized as follows:

Evaluation	=	\$3,500
Contract Documents	=	\$8,600
Bidding	=	\$500
Contract Administration	=	<u>\$3,500</u>
		\$16,100

ADD ALTERNATE

Construction Program Management services would be provided for an additional lump sum of \$8,000.

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

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

1. This proposal is non-transferable and is valid for 45 calendar days from the date of the proposal. Once expired, Czar Engineering, LLC reserves the right to revise the proposal accordingly to reflect changing staffing and schedule demands.
2. Unless indicated otherwise in this proposal, design services shall commence within (5) days after receipt of: An original signed copy of this proposal or a Written Notice to Proceed, AND a check in the amount of the retainer noted above.
3. Unless indicated otherwise in this proposal, payments shall be invoiced monthly through the course of the Work. Payment on invoices shall be due upon receipt of the invoice. Invoices in excess of 30 days may be subject to a late penalty of 1½% per month, or a maximum of 18% per annum.
4. Czar Engineering, LLC reserves the right to cease services for lack of payment for accounts in excess of 90 days, with (5) days prior written notice to the Owner.
5. Either party may terminate this Agreement with (5) days prior notice. Engineer shall be due payment for all services and reimbursable expenses complete or in progress up to and including the date of termination. Czar Engineering, LLC reserves the right to withhold the products of services related to this Agreement until receipt of final payment.
6. Any areas of Work requested by the Owner which are not included in this proposal. If such Work is requested by the Owner, Czar Engineering, LLC will identify the Work to the Owner and prepare a proposal for services for Owner approval prior to commencement of the Additional Services.
7. Owner and Engineer acknowledge that project timing as represented herein is

Client: City of Ocean City, New Jersey
Project: 46th Street Firehouse - Station 3
Ocean City, New Jersey

preliminary and approximate in nature and may materially change during the course of the project development.

I welcome the opportunity to meet with you or discuss any questions you might have with regard to this proposal. In order to proceed we require a signed copy of this proposal. We are looking forward to working with you again as well as with the City of Ocean City. Thanks again for the opportunity, I look forward to hearing from you.

Sincerely,



Lamont "butch" czar, p.e.

Enc: Rate Schedule
Contract Provisions

Accepted this _____ day of _____, 2016

By: _____

Client: City of Ocean City, New Jersey
Project: 46th Street Firehouse - Station 3
Ocean City, New Jersey

CZAR Engineering, L.L.C.

RATE SCHEDULE

Effective January 1, 2016

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

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

Reimbursable Expenses:

SUBCONSULTANTS = cost x 1.25

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

EXPENSES PASSED THRU = cost x 1.10

Includes factor for bookkeeping/accounting.

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

Client: City of Ocean City, New Jersey
Project: 46th Street Firehouse - Station 3
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CZAR ENGINEERING, L.L.C. CONTRACT PROVISIONS

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.

2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.

3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Czar Engineering, L.L.C. are instruments of Czar Engineering, L.L.C.'s service that shall remain Czar Engineering, L.L.C.'s property. The Client agrees not to use Czar Engineering, L.L.C.-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by Czar Engineering, L.L.C. without Czar Engineering, L.L.C.'s prior written permission.

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

4. **DISPOSAL OF SAMPLES** - Czar Engineering, L.L.C. will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. **HAZARDOUS MATERIALS** - The scope of Czar Engineering, L.L.C.'s services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. **CONSTRUCTION SERVICES** - When construction-phase services are included in the Agreement, Czar Engineering, L.L.C. will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

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

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

Client: City of Ocean City, New Jersey
Project: 46th Street Firehouse - Station 3
Ocean City, New Jersey

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

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

8. **OPINION OF PROBABLE COSTS** - When required as part of our work, Czar Engineering, L.L.C. will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Czar Engineering, L.L.C. hereunder will be made on the basis of Czar Engineering, L.L.C.'s experience and qualifications and will represent Czar Engineering, L.L.C.'s judgment as an experienced and qualified design professional. Czar Engineering, L.L.C. does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK** - The Client may, at any time, by written notice, suspend further work by Czar Engineering, L.L.C.. The Client shall remain liable for, and shall promptly pay Czar Engineering, L.L.C. for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes Czar Engineering, L.L.C.'s work on the Project, Czar Engineering, L.L.C. and the Client shall renegotiate Czar Engineering, L.L.C.'s fee.

If payment of invoices by the Client is not maintained current, Czar Engineering, L.L.C. may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold Czar Engineering, L.L.C. harmless from any claim or liability resulting from such suspension.

10. **TERMINATION** - The Client or Czar Engineering, L.L.C. may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate Czar Engineering, L.L.C. for services performed prior to termination and for prior authorized commitments made by Czar Engineering, L.L.C. on the Client's behalf.

11. **CHANGES OR DELAYS** - Unless the accompanying Proposal provides otherwise, the proposed fees constitute Czar Engineering, L.L.C.'s estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

12. **FORCE MAJEURE** - Czar Engineering, L.L.C. will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** - Czar Engineering, LLC and client each recognize the relative risks, rewards and benefits of the project to both the Client/Owner and Professional, the risks have been allocated so that the Client/Owner agrees to that to the fullest extent permitted by law, the total liability by Professional, its engineers and other personnel to the Client/Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement, from any cause of causes, shall be limited to \$25,000.00 or 1.5 times Professional's total fees for services rendered on this project whichever is greater. In no event shall Professional's liability exceed the available proceeds of Professional's insurance policy. Such causes included, but are not limited to Professional's negligence, errors, omissions, strict liability, breach of contract

Client: City of Ocean City, New Jersey
Project: 46th Street Firehouse - Station 3
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or breach of warranty. This limitation of liability cost is included in this proposal as a part of Professional's basic fee unless otherwise noted. Upon the Owner's request, Professional shall endeavor to obtain additional insurance coverage which shall be incorporated as an additional direct reimbursable expense to the owner.

Czar Engineering, LLC may retain consultants as independent contractors to perform services under this Agreement, on behalf of the Client, and Czar Engineering, LLC shall rely on the accuracy of information provided by said consultants. However, Czar Engineering, LLC shall not be responsible to the Client for loss allegedly arising from inaccuracies in documents or other information provided by consultants or Client.

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

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

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

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

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

Czar Engineering, L.L.C. Reliance: Unless otherwise specifically indicated in writing, Czar Engineering, L.L.C. shall be entitled to rely, without liability, on the accuracy and completeness of information provided

Client: City of Ocean City, New Jersey
Project: 46th Street Firehouse - Station 3
Ocean City, New Jersey

by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

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

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

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

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

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#7

**AUTHORIZING CHANGE ORDER # 1 TO CITY CONTRACT #16-22,
 2016 ROAD IMPROVEMENT PROGRAM-PHASE II**

WHEREAS, specifications were authorized for advertisement by Resolution #16-52-207 on Thursday, July 14, 2016 for City Contract #16-22, 2016 Road Improvement Program-Phase II; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, July 20, 2016, the Notice to Bidders and the specifications was posted on the City of Ocean City's website, www.ocnj.us; and the Invitation to Bid was distributed to ten (10) prospective bidder(s) for City Contract #16-22, 2016 Road Improvement Program-Phase II; and

WHEREAS, bid proposals were opened for City Contract #16-22, 2016 Road Improvement Program-Phase II on Tuesday, August 2, 2016 and five (5) bid proposal were received per the attached Summary of Bid Proposals; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Mathew von der Hayden, Manger of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #16-22, 2016 Road Improvement Program-Phase II be awarded to Landberg Construction, LLC, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #16-22, 2016 Road Improvement Program-Phase II on August 11, 2016 by Resolution #16-52-229 to Landberg Construction, LLC, 466 Clarkstown Road, Mays Landing, NJ 08330 in the amount of \$248,632.52; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Mathew von der Hayden, Manger of Capital Planning; Marcia R. Chew, Senior Accountant; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #1 to City Contract #16-22, 2016 Road Improvement Program-Phase II is correct as follows:

Change Order #1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Increases				
Supplemental				
S1.	15" RCP	82 LF	\$ 90.00	\$ 7,380.00
S2.	24" Check Valve	2 Unit	\$ 15,000.00	\$ <u>30,000.00</u>
Total Amount of Increases				\$ 37,380.00
Decreases				
Reductions				
17	15" High Density Polyethylene Culvert Pipe	80 LF	\$ 75.00	(\$ <u>6,000.00</u>)
Total Amount of Decreases				(\$ 6,000.00)
Total Amount of Change Order #1 to City Contract #16-22, 2016 Road Improvement Program – Phase II, including increase and decrease.....				\$ 31,380.00
Total Amount of City Contract #16-22, 2016 Road Improvement Program – Phase II, including Change Order #1.....				\$ 280,012.52

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

WHEREAS, the new adjusted contract cost including Change Order #1 is \$280,012.52 an increase of \$31,380.00 to the original contract and a 12.62 (%) percent in the total for City Contract #16-22, 2016 Road Improvement Program – Phase II; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 to City Contract #16-22, 2016 Road Improvement Program – Phase II in the amount of \$31,380.00 (PO #16-01964); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the amount of \$31,380.00 to City Contract #16-22, 2016 Road Improvement Program – Phase II (PO #16-01964) issued to Landberg Construction, LLC, 466 Clarkstown Road, Mays Landing, NJ to be charged to the following Capital Account #C-04-55-299-010.

CERTIFICATION OF FUNDS

 Frank Donato III, CMFO
 Director of Financial Management

 Peter V. Madden
 Council President

Files: RESCO#1 16-22 road Imprv Program-Phase II.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 2016

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

.....
 Melissa G. Bovera, City Clerk



CITY OF OCEAN CITY, ENGINEERING DIVISION
2016 Road Improvement Program - Phase 2

CHANGE ORDER NO. 1
FILE NO. 3-2016-022

PURCHASE ORDER #

CONTRACTOR:
Landberg Construction
466 Clarkstown Road
Mays Landing, NJ 08330

REASON FOR CHANGE:
TYPE REASON HERE

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

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

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S1	15" RCP	82	L.F.	\$90.00	\$7,380.00
	S2	24" Check Valve	2	Unit	\$15,000.00	\$30,000.00
					SUBTOTAL:	\$37,380.00
EXTRA					SUBTOTAL:	\$0.00
REDUCTION	17	15" HIGH DENSITY POLYETHYLENE CULVERT PIPE	80	L.F.	\$75.00	\$6,000.00
					SUBTOTAL:	\$6,000.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE TYPE REASON HERE	TYPE OF CHANGE	TOTAL
1	\$31,380.00		+ SUPPLEMENTAL	\$37,380.00
2			+ EXTRA	\$0.00
3			- REDUCTIONS	\$6,000.00
4				
5				
6				
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	\$31,380.00
10				

ORIGINAL CONTRACT AMOUNT \$248,632.52
 AMENDED CONTRACT AMOUNT \$280,012.52
 TOTAL CONTRACT CHANGE (AMOUNT) \$31,380.00
 TOTAL CONTRACT CHANGE (PERCENT) 12.62%

ACCEPTED BY: DATE: 10/25/16
 Landberg Construction

APPROVED BY: PROJECT MANAGER DATE: _____
 MUNICIPAL ENGINEER DATE: 10/25/16

PURCHASING AGENT DATE: _____

CHIEF FINANCIAL OFFICER DATE: _____



CITY OF OCEAN CITY, ENGINEERING DIVISION
2016 Road Improvement Program - Phase 2

CHANGE ORDER NO. 1
FILE NO. 3-2016-022

PURCHASE ORDER #

CONTRACTOR:
Landberg Construction
456 Clarkstown Road
Mays Landing, NJ 08330

REASON FOR CHANGE:
TYPE REASON HERE

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

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

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S1	15" RCP	82	L.F.	\$90.00	\$7,380.00
	S2	24" Check Valve	2	Unit	\$16,000.00	\$30,000.00
					SUBTOTAL:	\$37,380.00
EXTRA					SUBTOTAL:	\$0.00
REDUCTION	17	15" HIGH DENSITY POLYETHYLENE CULVERT PIPE	80	L.F.	\$75.00	\$6,000.00
					SUBTOTAL:	\$6,000.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE TYPE REASON HERE	TYPE OF CHANGE	TOTAL
1	\$31,380.00		+ SUPPLEMENTAL	\$37,380.00
2				
3				
4			+ EXTRA	\$0.00
5				
6			- REDUCTIONS	\$6,000.00
7				
8				
9			NET CONTRACT CHANGE THIS CHANGE ORDER	\$31,380.00
10				

ORIGINAL CONTRACT AMOUNT \$248,632.52
 AMENDED CONTRACT AMOUNT \$280,012.52
 TOTAL CONTRACT CHANGE (AMOUNT) \$31,380.00
 TOTAL CONTRACT CHANGE (PERCENT) 12.82%

ACCEPTED BY: 10/25/16
 Landberg Construction DATE

APPROVED BY: 10/25/16
 PROJECT MANAGER DATE
 MUNICIPAL ENGINEER DATE

____ PURCHASING AGENT DATE

____ CHIEF FINANCIAL OFFICER DATE

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#8

AUTHORIZING CHANGE ORDER #2, FINAL ACCEPTANCE & FINAL PAYMENT OF CITY CONTRACT #15-33, OCEAN CITY WELCOME CENTER MODIFICATIONS

WHEREAS, Specifications were authorized for advertisement by Resolution #15-51-314 on Thursday, December 17, 2015 for City Contract #15-33, Ocean City Welcome Center Modifications; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, December 30, 2015, the Notice to Bidders was posted on the City of Ocean City's website @ www.ocnj.us and the Invitation to Bid was distributed to three (3) prospective bidder(s) for City Contract #15-33, Ocean City Welcome Center Modifications; and

WHEREAS, bid proposals were opened for City Contract #15-33, Ocean City Welcome Center Modifications on Tuesday, January 26, 2016 and two (2) bid proposals were received; and

WHEREAS, Lamont Czar, P.E., Czar Engineering, LLC; Arthur Chew, P.E., Assistant City Engineer; Mathew von der Hayden, Manger of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications, and recommended that the contract be awarded to M. B. Markland Contracting Company, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #15-33, Ocean City Welcome Center Modifications on February 11, 2016 by Resolution #16-52-051 to **M. B. Markland Contracting Company, 120 Marlin Lane, Suite A, Mays Landing, NJ 08330** in the amount of \$96,227.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #1 in the amount of \$2,545.43 to City Contract #15-33, Ocean City Welcome Center Modifications on June 9, 2016

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #15-33, Ocean City Welcome Center Modifications by adoption of Resolution #16-52-164 on June 9, 2016 in the amount of \$2,545.43 resulting in an adjusted contract amount of \$98,772.43; and

WHEREAS, Arthur Chew, P.E., Assistant City Engineer; Roger Rinck, Manager Specialist; Mathew von der Hayden, Manager of Capital Planning; Marcia R. Chew, Senior Accountant; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified all the work has been completed in accordance with the job specifications and that the Maintenance Bond, Release of Liens, Application for Final Payment and Certified Payrolls have been submitted and are in proper order and certified Change Orders #2 to City Contract #15-33, Ocean City Welcome Center Modifications is correct as follows:

Change Order #2

Decreases

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Modifications to the Ocean City Welcome Center	1 Lump Sum	(\$ 90.00)	(\$ 90.00)
Total Amount of Decrease for Change Order #2.....				(\$ 90.00)
Total Amount of Change Order #2 to City Contract #15-33, Ocean City Welcome Center Modifications				(\$ 90.00)
Total Amount of City Contract #15-33, Ocean City Welcome Center Modifications including Change Order #2.....				\$98,682.43

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

WHEREAS, the new adjusted contract cost including Change Order #2 is \$98,682.43 an increase to the original contract amount of \$2,455.43 which is a 2.55 (%) percent increase to City Contract #15-33, Ocean City Welcome Center Modifications; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #2 to City Contract #15-33, Ocean City Welcome Center Modifications (PO #16-00398); and

BE IT FURTHER RESOLVED that The Director of Financial Management is authorized to process Change Order #2 and final payment to City Contract #15-33, Ocean City Welcome Center Modifications (PO #16-00398) issued to M. B. Markland Contracting Company, 120 Marlin Lane, Suite A, Mays Landing, NJ 08330 in the amount of \$8,010.45 to be charged to Capital Account #C-04-55-294-213 (PO#16-00398 Balance).

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

FILES: RESCO#2FAFP 15-33 Welcome Center.doc

Offered by Secoded 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 2016

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

.....
Melissa G. Bovera, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

ENGINEERING DIVISION

MEMORANDUM

To: Joseph Clark, Purchasing Manager
From: Roger Rinck, Manager Engineering
CC: James Mallon, Business Administrator; George Savastano, PE, City Engineer
Date: October 28, 2016
RE: **FINAL ACCEPTANCE, FINAL CHANGE ORDER, AND CLOSEOUT
Welcome Center Modifications 2016
Project #: 15-33**

The above referenced contract is complete. The Contractor's Release of Liens, Payment of Debts and Claims and Consent of Surety to Final Payment, have been received. Final acceptance of the contract is requested for the November 10, 2016 Council Meeting.

The sum of \$9,029.65 representing a final payment is due. The original contract to M. B. Markland Contracting Co. was for \$96,227.00. This represents a net increase of \$2,455.43 to the overall contract for a total of \$98,682.43. Three (3) interim payments were made.

The Final Change Order illustrates all the increases in contract quantities, all the supplemental work items, and all the decreases in contract quantities.

Original Contract	\$ 96,227.00
Change Order #1	2,545.43
Change Order #2	(90.00)
Net Increase in Work Totaling	\$ 2,455.43
Total Adjusted Contract	\$ 98,682.43
Less Previous Payments	(\$ 89,652.78)
Total due including retainage	\$ 9,029.65

If you have any questions, please feel free to contact me.

N:\Planning and Engineering\Engineering\Forms - Blanks\Close-out documents\Close out memo.doc

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#9

AUTHORIZING THE CITY'S PARTICIPATION IN THE HOUSTON – GALVESTON AREA COUNCIL OF GOVERNMENTS NATIONAL COOPERATIVE PURCHASING PROGRAM (HGAC-BUY) FOR CONTRACT #RC01-16, REFUSE & RECYCLING CONTAINERS & LIFTERS WITH TOTER, LLC FOR THE ACQUISITION OF REFUSE CONTAINERS FOR USE BY THE DEPARTMENT OF PUBLIC WORKS

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

WHEREAS, the Houston-Galveston Area Council of Governments National Cooperative Purchasing Program (HGAC-Buy) has acted as lead agency and awarded Contract #RC01-16, Refuse & Recycling Containers & Lifters; and

WHEREAS, the City of Ocean City utilizes specialized containers for trash & recycling along the Boardwalk & throughout the City; and

WHEREAS, the City's Department of Public Works has recommended replacement of damage units and by keeping continuity of the trash & recycling container adding units in various locations throughout the City; and

WHEREAS, Joseph P. Berenato, Director of Public Work; Michael Rossbach, Manager Specialist; Mathew von der Hayden, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hanson, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the contract from HGAC-Buy Contract #RC01-16, Refuse & Recycling Containers & Lifters and determined that the maintaining the continuity of the trash & recycling containers utilized throughout the City is an economic solution; and

WHEREAS, it is recommended that the City Council approve the acquisition of Toter trash & recycling containers for the Department of Public Works for use throughout the City from Toter, LLC; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that trash & recycling containers for use throughout the City be purchased from Toter, LLC, 841 Meacham Road, PO Box 5338, Statesville, NC 28687 in accordance with the HGAC-Buy Contract #RC01-16, Refuse & Recycling Containers & Lifters; and

BE IT FURTHER RESOLVED by the City Council of Ocean City, New Jersey authorizes the purchase on an as needed basis of Trash & recycling containers for use throughout the City of Ocean City by the Department of Public Works, Sanitation Division from Toter, LLC, 841 Meacham Road, PO Box 5338, Statesville, NC 28687 and that the City Purchasing Manager is authorized to issue a purchase orders (PO) for said containers in accordance with the terms of the Huston-Galveston Area Council of Governments National Cooperative Purchasing Program (HGAC-BUY) Contract #RC01-16, Refuse & Recycling Containers & Lifters.

The Director of Financial Management certifies that funds are available and shall be charged to Grant Account #G-02-40-173-011 when the Purchase Order is issued any additional requisitions shall receive the appropriate account as needed.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

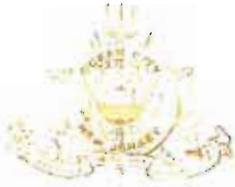
Files: Res HGAC-Buy Toter LLC Containers 2016.doc

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 2016

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

.....
Melissa G. Bovera, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

Memo

To: Joseph Clark, Purchasing Agent
From: Michael Rossbach, Public Works
CC: Jim Mallon, Joseph Berenato, Frank Donato
Date: October 31, 2016
Re: H-GAC Purchase of Toter Recycling and Trash Receptacles

Public Works is requesting support and approval to purchase sixty three (63) Toter trash receptacles and sixty three (63) Toter recycling receptacles through the H-GAC purchasing cooperative. These durable receptacles are the same as those purchased over the last few years and will be used to replace the metal fifty five gallon drums in our public areas as well as replace wore out units currently in our stock. The recycling units will have can/bottle inserts to reduce trash contamination in our recycling. Recycling and Clean Communities grant funding will be used to pay for the entire purchase of these units.

If you have any questions or need more supporting information, please don't hesitate to contact me.

RESOLUTION

#10

AUTHORIZING THE CITY'S PARTICIPATION IN THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY MRESC#15/16-08, GROUNDS EQUIPMENT FOR ACQUISITION OF A 2016 OR NEWER SMITHCO SPRAY STAR 1000D FOR THE DEPARTEMENT OF PUBLIC WORKS, GROUNDS DIVISION

WHEREAS, the City of Ocean City is a participating agency under the Educational Services Commission of New Jersey, a Cooperative Purchasing Pricing Program, #65MCESCCPS; and

WHEREAS, the Educational Services Commission of New Jersey, #MCESCCPS, has acted as lead agency and awarded a contract for Grounds Equipment, MRESC #15/16-08; and

WHEREAS, the one (1) 2016 Newer Smithco Spray Star 1000D with accessories shall be utilized by the Department of Public Works, Grounds Division to perform daily duties throughout the City of Ocean City; and

WHEREAS, Joseph P. Berenato, Director of Public Works; Steven Longo, Manager; James Toto, Public Works Supervisor; Manager; Mathew von der Hayden, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the contract from have reviewed the contract, MRESC #15/16-08, Grounds Equipment with Lawn & Golf Supply Company, Inc. the authorized Smithco distributor; and

WHEREAS, it is recommended that the City Council approve the purchase of one (1), 2016 Newer Smithco Spray Star 1000D with accessories, for the use by the City's Public Works Department, Grounds Division for daily duties from Educational Services Commission of New Jersey, MRESC #15/16-08 Contract Vendor, Lawn & Golf Supply Company, Inc.; and

NOW THEREFORE, BE IT RESOVED by the City Council of the City of Ocean City, New Jersey, that one (1) model year 2016 or newer Smithco Spray Star 1000D with accessories, for the use by the City's Public Works Department, Grounds Division, be hereby purchased from Lawn & Golf Supply Company, Inc., MRESC Contract #15/16-08 as follows:

Lawn & Golf Supply Company, Inc.
647 Nutt Road
Phoenixville, PA 19460

Item	Description	Quantity	Unit Price	Total Price
1.	2016 or Newer Smithco Spary Star 1000D w/Raven SCS440	1 Each	\$ 26,738.40	\$ 26,738.40
2.	15' Spray Boom for 1000C 26,635.00	1 Each	\$ 4,770.40	\$ 4,770.40
3.	Foam Marker	1 Each	\$ 1,183.20	\$ <u>1,183.20</u>
Total Amount of MRESC #15/16-08, Grounds Equipment.....				\$ 32,692.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

BE IT FURTHER RESOLVED by the City Council of Ocean City, New Jersey that the purchase of one (1) model year 2016 or Newer Smithco Spray Star 1000D with accessories for use by the Public Works Department, Grounds Division for daily operations, be purchased from Lawn & Golf Supply Company, Inc., 647 Nutt Road, Phoenixville, PA 19460, MRESC #15/16-08 in the amount of \$32,692.00 and that the City Purchasing Manager is authorized to issue a purchase order for said spray vehicle as stated above and in accordance with the terms of MRESC #15/16-08 Contract for Grounds Equipment.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account # C-04-55-297-614 (\$32,692.00).

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RCCMRESC Smithco Spray Vehicle 2016.doc

Offered by Secinded 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 2016

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

.....
Melissa G. Bovera, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER

FROM: STEVEN LONGO, MANAGER

DATE: OCTOBER 28, 2016

RE: **LAWN & GOLF SUPPLY CO / SMITHCO SPRAY STAR 1000D**

Assistance is being sought to advance a resolution to City Council for the authorization of the purchase of a liquid chemical sprayer for use controlling turf diseases and sustaining optimum turf health on the golf course greens, fairways and standard athletic fields as needed as part of routine grounds maintenance.

The equipment being replaced is a tow behind style dating to the early seventies that has been completely rebuilt with numerous parts over the years and is no longer in service needing more overhauls and thus the logic in purchasing a new modern machine to address this grounds maintenance practice. The new machine is super lightweight, self-propelled and has computerized spray control for precision application rates.

The purchasing approach involves using the Middlesex Regional Educational Services Commission, bid #MRESC 15/16-08, NJ State approved Co-op pricing system #65-MCESCCPS. The total cost of the machine delivered is \$32,692 and the necessary capital dollars to fund the equipment acquisition are available in the current capital budget.

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

SL

C: J. Mallon, BA

J. Berenato, APW Dir.



Lawn & Golf Supply Co., Inc.
 647 Nutt Road
 Phoenixville, PA 19460
 Phone: (610) 933-5801
 Fax: (610) 933-8890
 www.lawn-golf.com

PROPOSAL

Proposal ID	Date
1589	10/26/2016
Sales Person	Page
Steve Hesser	1 of 1

Proposal To:

CITY OF OCEAN CITY
 CITY TREASURER
 861 ASBURY AVE.
 OCEAN CITY, NJ 08226-3642

Phone (609) 525-9347
 Fax (609) 399-3779
 E-Mail mlenhardt@ocnj.us
 Contact Michael Lenhardt

Description: Smithco Spray Star

Quantity	Item ID	Description	Unit	Amount
		THE FOLLOWING IS AVAILABLE UNDER THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY BID #MRESC 15/16-08, NJ STATE APPROVED CO-OP PRICING SYSTEM #65-MCESCCPS:		
1.00	SM1008	EA Smithco Spray Star 1000D w. Raven SCS440 computer spray control system with GPS speed sensor, motorized ball valves for boom section control	26,738.40	26,738.40
1.00	SM17-601	EA 15' SPRAY BOOM FOR 1000C	4,770.40	4,770.40
1.00	SM10-378	EA Foam Marker (dealer installed)	1,183.20	1,183.20

(Note: Please allow for price increase next year)

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted
Proposal is valid until November 25, 2016

Signature _____
 Date _____

Subtotal	32,692.00
Sales Tax	Exempt
Total	32,692.00

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF OCEAN CITY & MICHAEL BAKER JR., INC., A MICHAEL BAKER
INTERNATIONAL COMPANY FOR FINAL DESIGN OF 26TH TO 34TH STREETS, WEST AVENUE
TO BAY AVENUE ROADWAY & DRAINAGE IMPROVEMENT PROJECT**

WHEREAS, the City of Ocean City has a need from time to time to have engineering services for flood mitigation, roadway & drainage improvements at various locations within the City of Ocean City; and

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

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

WHEREAS, Michael Baker Jr., Inc. has performed various types of engineering services for various drainage and flood mitigation project within the City of Ocean City; and

WHEREAS, Frank Donato III, CMFO, Director of Financial Management; James V. Mallon, Business Administrator; Matthew Von Der Hayden, Manager of Capital Projects; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manger have reviewed the proposal and recommended that Michael Baker Jr., Inc., a Michael Baker International Company, 300 American Metro Boulevard, Suite 154, Hamilton, NJ 08619-2371 be awarded a non-advertised professional service contract for final design for 26th – 34th Streets, West Avenue to Bay Avenue Roadway & Drainage Improvements for the City of Ocean City; and

WHEREAS, a professional service contract with Michael Baker Jr., Inc. may be entered into without competitive bidding pursuant to the provisions of N.J.S.A. 40A:11-5(1)(a)(i) & N.J.S.A. 19:44A-20.4 et seq.; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that a professional service contract with **Michael Baker Jr., Inc., a Michael Baker International Company, 300 American Metro Boulevard, Suite 154, Hamilton, NJ 08619-2371** be awarded as follows:

Professional Engineering & Design Services for the following:

Final Design & Contract documents for 26th to 34th Streets, West to Bay Avenues Drainage System and Roadway Improvements

Roadway & Drainage Network Improvements-Design & Concept as follows:

36th Street and Bay Avenue Drainage Concept

47th - 51th Street Drainage Study & Concept

West 17th Street Drainage Concept with Pump Option

Drainage Improvement Review - Citywide

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Michael Baker Jr., Inc., a Michael Baker International Company (Continued)

To include the following:

- A. Survey Activities
- B. Geotechnical Investigation
- C. Engineering Services
- D. Drainage Analysis
- E. Permits
- F. Riparian License Application
- G. Utilities
- H. Project Management & Meetings
- I. Review Bids
- J. Construction Engineering Service

**Total Amount for Michael Baker Jr., Inc., a Michael Baker International Company,
Final Design for 26 -34th Streets, West Avenue to Bay Avenue
Drainage & Roadway Improvements..... \$ 283,420.00**

1. Engineering services during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a purchase order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a purchase order for said service.
2. A copy of the Business Entity Certification, the Determination of Value and Business Registration Certificate (BRC) for Michael Baker Jr., Inc. has been submitted and shall be placed on file in the City's Purchasing Division Office.
3. A copy of this resolution and contract shall be available for inspection in the Ocean City Clerk's Office, 861 Asbury Avenue, City Hall, Room 101, Ocean City, NJ 08226 and shall be published on one (1) occasion in the Ocean City Sentinel.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are authorized to enter into a formal contract agreement with Michael Baker Jr., Inc., a Michael Baker International Company, 300 American Metro Boulevard, Suite 154, Hamilton, NJ 08619-2371 in accordance with this resolution and the associated proposal.

The Director of Financial Management certifies that funds are available and shall be charged to the following Capital Account #C-04-55-299-010 (\$283,420.00).

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RPS Michael Baker Jr 26th St-34th St West to Bay Ave.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 2016

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

.....
Melissa G. Bovera, City Clerk

October 28, 2016

Mr. Jim Mallon
Business Administrator
City of Ocean City
861 Asbury Avenue
Ocean City, NJ 08226

**Subject: Fee Proposal and Scope of Work
Final Design of the 26th to 34th Streets, West Avenue to Bay Avenue Roadway and
Drainage Improvement Project,
Contract Modification No. 1**

Dear Mr. Mallon:

Michael Baker International Inc. (Michael Baker) is pleased to submit our technical and price proposal for final design elements of the 26th to 34th Streets, West Avenue to Bay Avenue Roadway and Drainage Improvement Project. Michael Baker has already advanced through the majority of the final design tasks listed in the original proposal but not included in the original pricing. The City has requested additional scope items for other areas of the island to begin concurrently.

The following additional work is added:

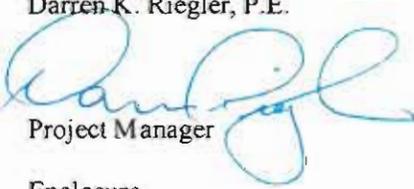
1. Additional City Paving Areas
2. 36th and Bay Avenue Drainage Concept
3. 47th - 51st Street Drainage Study and Concept
4. West 17th Street Drainage Concept with Pump Option
5. Drainage Review

The fixed price cost for this effort is \$283,420.00. A detailed breakdown of the costs is included for your review, along with the scope of work. If you have questions or require additional information, please call me at (609) 807-9502 or Craig Wenger at (609) 807-9674.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

Darren K. Riegler, P.E.


Project Manager

Enclosure

INTRODUCTION

Michael Baker International Inc. (Michael Baker) has previously developed a flood concept study for the study area of 26th to 34th Streets, West Avenue to Bay Avenue. This proposal is for the professional engineering and design services for the recommended improvements as indicated in the concept study. Michael Baker has been funded through preliminary engineering and a large number of the original tasks were moved to be included with final design.

Michael Baker has advanced the current contract through the majority of final design in order to progress the project along as fast as possible. This modification includes the additional scope for final design (Task A), as well as additional tasks as requested by the City:

- B. Additional City Paving Areas
- C. 36th Street and Bay Avenue Drainage Concept
- D. 47th Street – 51st Street Drainage Study and Concept
- E. West 17th Street Drainage Concept with Pump Option
- F. Drainage Review

The following section details the items included for the final design tasks as well as detailed scope for the new tasks.

SCOPE OF SERVICES

A. 26th to 34th Street, West Avenue to Bay Avenue Final Design Tasks

1. Limited roadway cross sections at 50' intervals including roadway features, front & back edges of curbs. Van Note-Harvey Associates will perform.
2. Preparation of Drainage Plans (9)
3. Preparation of Environmental Plans and Soil Erosion and Sediment Control Plans (12)
4. Preparation of Tie Sheets (2)
5. Preparation of Final Specifications
6. Final Document Submission
7. Obtain Soil Erosion and Sediment Control Plan Certification
8. Riparian License Application
9. FAA Review Materials
10. Review Bids
11. Construction Engineering Services – Michael Baker assumes a pre-construction meeting, 10 RFI reviews, 10 Shop Drawing Reviews, and landfill permit meeting and coordination. No Inspection work is included. Total meetings are assumed at 6.

B. Additional City Paving Areas

1. Michael Baker to prepare construction plans for additional street paving as a bid option (3-4 Sheets).

C. 36th Street and Bay Avenue Drainage Concept

The areas to the East of 36th Street and Bay Avenue experience frequent nuisance flooding. The City has requested Michael Baker to identify a solution for this area similar to the solution applied to the adjacent Merion Park.

1. Michael Baker will identify the drainage areas flowing towards 36th Street and Bay Avenue to identify potential modification to the drainage system at this location.
2. Michael Baker will look to modify the existing pump station serving Merion Park to add in additional drainage areas in this vicinity as feasible.
3. Deliverables will include a concept memo, design estimate, and preliminary construction estimate.

D. 47th -51st Street Drainage Study and Concept

The areas from 47th to 51st Street experience Back Bay intrusion flooding as well as rainfall flooding. Michael Baker has been requested to work alongside ACT Engineers and coordinate the roadway drainage issues with the planned berm along the bay in this vicinity.

1. Michael Baker will develop a flood study for the area to coincide with the design of a dredge re-use berm by ACT Engineers.
2. Michael Baker will prepare a flood study report, design estimate, and preliminary construction estimate for the drainage work.

E. West 17th Street Drainage Concept with Pump Option

The area of west 17th street has been highlighted by the City and residents as a frequent flooding location. Michael Baker will utilize as-builts and detailed history of the area provided by a resident and the Engineer to complete this task.

1. Michael Baker will study the drainage of the area.
2. Michael Baker will utilize this information to develop a concept memo, design estimate, and preliminary construction estimate.

F. Drainage Review

The City is currently designing drainage improvements. Michael Baker has been requested to assist in a review of the work to date.

1. Michael Baker will obtain the latest available drawings from the city to complete reviews. The review will look to identify areas where projects can be re-sized and assess areas for cost reductions.
2. Michael Baker will identify drainage flows to understand pump sizing requirements (if needed).
3. Michael Baker will prepare a review memo, design estimate (if changes are needed), and suggested revisions to the construction estimate (if needed).

Schedule

The following schedules are determined by task and are only for a general understanding. Tasks can be expedited as the city requires:

Notice to Proceed	NTP
Task A. Final Design Submission	NTP + 45 Days

Task B. Construction Plans Submission	NTP + 45 Days
Task C. Concept Report, Design Estimate, and Preliminary Construction Estimate	NTP + 90 Days
Task D. Flood Study Report, Design Estimate, and Prelim. Construction Estimate	NTP + 140 Days
Task E. Concept Report, Design Estimate, and Preliminary Construction Estimate	NTP + 90 Days
Task F. Review Memo, Design Estimate, and Suggested Revisions to Construction Estimate	NTP + 60 Days

Notes and Assumptions:

- City will coordinate with adjoining home owners on the proposed design and adjustments to their driveways and sidewalks.
- City will provide survey and mapping for tasks B-F as needed.
- City will obtain right of entry letters as needed.
- No ROW acquisition will be required.
- Parcel information will be used to determine property lines.
- Permit fees will be paid by the City as required.
- Utility agreements will not be prepared for this contract.
- No earthwork sections are included with this proposal.

26th to 34th Street, West Avenue to Bay Avenue Improvements & Additional Tasks
Ocean City, NJ



Cost Summary - Direct Labor

A. 26th to 34th Street, West Avenue to Bay Avenue Final Design Tasks	\$44,159.84
B. Additional City Paving Areas	\$5,633.56
C. 36th and Bay Avenue Drainage Concept	\$7,675.78
D. 47th - 51st Street Drainage Study and Concept	\$16,546.40
E. West 17th Street Drainage Concept with Pump Option	\$5,370.02
F. Drainage Reviews	\$14,602.48

Subtotal \$93,988.08

Overhead Costs (155.69%) \$146,330.04

Total Labor \$240,318.12

Fee (10%) \$24,031.81

Cost Summary - Direct Expenses

Mileage (2400 mi. @ \$0.575/mi.) (assume 15 trips)	\$1,380.00
Tolls	\$100.00
Plotting	\$4,200.00
Reproduction/Miscellaneous	\$3,813.07

Total Direct Expenses \$9,493.07

Baker Total \$273,843.00

Subconsultants \$9,577.00

TOTAL \$ 283,420.00

Cost Summary - Final Design Drainage and Roadway Improvements & Additional Studies

TASK	Sheets	Prin.	Sr. Proj. Mgr.	Sr. Eng.	Environmental Specialist	Eng.	Jr. Eng.	CADD Tech	TOTAL HOURS	TOTAL COST
Final Design Drainage And Roadway Improvement Project										
A. 26th to 34th Street, West Avenue to Bay Avenue Final Design Tasks										
Van Note Harvey										
1. Survey (By VNH)	9		4	24		32	60	80	200	\$8,258.20
2. Drainage Plans	12		4	24		32	60	80	200	\$8,258.20
3. Environmental Plans and SESC Plans	2		4	4		8		16	32	\$1,554.40
4. Tie Sheets			4	32		40			76	\$4,615.72
5. Final Specifications			4	8		16			28	\$1,750.36
6. Final Documents Submission			4	16		24			44	\$2,705.48
7. Obtain Soil Erosion and Sediment Control Plan Certification	12		4	4		24			32	\$1,900.64
8. Riparian License Application	3		4	4		24	40		92	\$4,870.84
9. FAA Review Materials	5		4	24		24			20	\$1,159.60
10. Review Bids			2	2		16			160	\$9,286.40
11. Construction Engineering Services			12	28		120	0	0	160	\$9,286.40
Total Task A	43	0	46	166	0	336	160	176	884	\$44,159.84
B. Additional City Paving Areas										
1. Prepared construction plans for paving alternate bid streets	4		4	8		16	40	80	148	\$5,633.56
Total Task B	4	0	4	8	0	16	40	80	148	\$5,633.56
C. 36th and Bay Avenue Drainage Concept										
1. Drainage Analysis				4		8	24		36	\$1,544.12
2. Concept Memo			4	8	16	8	24		60	\$3,175.80
3. Design and Preliminary Construction Estimate			2	16		16	24		58	\$2,955.88
Total Task C	0	0	6	28	16	32	72	0	154	\$7,675.78
D. 47th - 51st Street Drainage Study and Concept										
1. Drainage Analysis			2	16		56	136		210	\$9,049.30
2. Flood Study Report			4	8	24	24	40		100	\$5,077.60
3. Design and Preliminary Construction Estimate			2	8		16	24		50	\$2,419.30
Total Task D	0	0	8	32	24	96	200	0	360	\$16,546.40
E. West 17th Street Drainage Concept with Pump Option										
1. Drainage Analysis				4		8	16		28	\$1,258.36
2. Concept Memo			4	8	8	8	24		52	\$2,682.44
3. Design and Preliminary Construction Estimate			2	8		8	8		26	\$1,429.22
Total Task E	0	0	6	20	8	24	48	0	106	\$5,370.02
F. Drainage Reviews										
1. Confirm Drainage Flows			8	16		40	60		124	\$8,062.48
2. Design Review and Memo			8	16	8	40	40		112	\$5,841.44
3. Design and Suggestions Construction Estimate Revisions			8	8		16	16		48	\$2,698.56
Total Task F	0	0	24	40	8	96	116	0	284	\$14,602.48
TOTAL	Total All Tasks	0	94	294	56	800	636	256	1936	\$93,988.08
CLASSIFICATION							RATE	HOURS	COST	
Principal						\$	120.36	0	\$0.00	
Sr. Project Manager						\$	94.17	94	\$8,851.98	
Senior Engineer						\$	67.07	294	\$19,718.58	
Environmental Specialist						\$	61.87	56	\$3,453.52	
Engineer						\$	52.32	600	\$31,392.00	
Junior Engineer						\$	35.72	636	\$22,717.92	
CADD Technician						\$	30.68	256	\$7,854.08	
								1936	\$93,988.08	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#12

**AUTHORIZING TRANSFERS OF APPROPRIATIONS OF THE
2016 LOCAL MUNICIPAL BUDGET PER N.J.S.A. 40A: 4-58**

WHEREAS, N.J.S.A. 40A: 4-58, allows transfers to be made from excess appropriation balances to those appropriations deemed insufficient during the last two months of the fiscal year;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Ocean City that the following transfers as per the attachment be authorized within the 2016 Local Municipal Budget.

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 2016.

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

.....
City Clerk

**Transfer Resolution
2016**

Transfer to:

6-01-20-025-200	Admin/Human Resources	OE	10,000.00
6-01-20-018-200	Admin/Planning Board	OE	3,000.00
6-01-20-019-200	Admin/Zoning Board	OE	3,000.00
6-01-20-625-200	Financial Mgt/City Wide	OE	12,000.00
6-01-26-880-259	PW/Fleet Maintenance	OC	12,000.00
			<u>\$ 40,000.00</u>

Transfer from:

6-01-20-047-111	Admin/Engineering	SW	40,000.00
			<u>\$ 40,000.00</u>
			\$ -

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#13

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 October 22, 2016 to November 04 , 2016.

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 – 10.22.16 TO 11.04.16 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 2016.

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

.....
City Clerk

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
16-00421	02/22/16	RIGGI RIGGINS, INC.	RESOLUTION 16-52-011	Open	12,688.98	0.00	B
16-00445	02/25/16	CRYSTAL CRYSTAL SPRINGS	ACCT# 3378406 & 3368448	Open	46.46	0.00	
16-00481	03/03/16	THOMSONR THOMSON REUTERS		Open	303.57	0.00	B
16-00485	03/03/16	TACPRINT TAC PRINTING AND MARKETING		Open	12,000.00	0.00	
16-00493	03/03/16	T BURGOS TONIO BURGOS & ASSOC. OF NJ		Open	5,000.00	0.00	B
16-00498	03/03/16	TRI-STAT TRI-STATE DIAGNOSTICS CORP.		Open	22.00	0.00	
16-00506	03/07/16	MODERGRO MODERN GROUP POWER SYSTEMS		Open	375.30	0.00	B
16-00512	03/07/16	SENTI SENTINEL LEDGER	2016 SENTINEL LEDGER ADS	Open	3,638.00	0.00	
16-00565	03/16/16	TEIT TEITLER & TEITLER, LLC	RES #15-51-295	Open	300.00	0.00	B
16-00594	03/21/16	THOMASMI THOMAS G.SMITH, ESQ.	RES #16-52-007	Open	481.20	0.00	B
16-00598	03/21/16	HORIZOND HORIZON BS BC OF NEW JERSERY		Open	1,005.49	0.00	B
16-00604	03/21/16	ATLLA ATLANTIC LAWN CARE LLC	CITY CONTRACT 14-05 R-1	Open	2,399.67	0.00	B
16-00651	03/29/16	AYLA DOW AYLA DOWNHAM		Open	112.00	0.00	
16-00662	03/31/16	STONE A.E. STONE, INC.		Open	1,384.50	0.00	B
16-00728	04/08/16	ATLPHYSI ATLANTICARE PHYSICIAN GROUP,PA		Open	85.00	0.00	B
16-00840	04/20/16	RUDERMAN RUDERMAN AND GLICKMAN, PC.	RESOLUTION# 16-52-053	Open	10,138.00	0.00	B
16-00849	04/20/16	OCFAM OCEAN CITY FAMILY PRACTICE, PA		Open	8,280.00	0.00	B
16-00880	04/22/16	LUMBERMA LUMBERMAN ASSOCIATES	CONTRACT 16-20	Open	108,169.60	0.00	
16-00882	04/22/16	ACTIO ACTION SUPPLY, INC.		Open	50.00	0.00	B
16-00909	05/02/16	DEPT DEPTCOR		Open	4,400.00	0.00	
16-01174	05/19/16	RMAXWELL R. MAXWELL CONST. CO., INC.	RESOLUTION 16-52-130	Open	15,140.02	0.00	
16-01421	06/14/16	NAFG NATIONAL AUTO FLEET GROUP	RESOLUTION 16-52-161	Open	79,191.00	0.00	
16-01523	06/28/16	FRALING FRALINGER ENGINEERING PA	Survey for Traffic Signal	Open	1,050.00	0.00	B
16-01524	06/28/16	FRALING FRALINGER ENGINEERING PA	Suvery for Street & Alley work	Open	7,350.00	0.00	B
16-01527	06/28/16	SCHIAVON FRED M. SCHIAVONE CONST., INC.	RESOLUTION # 16-52-175	Open	275,975.84	0.00	
16-01535	06/30/16	RESTAURA RESTAURANT EQUIPPERS INC.		Open	5,397.53	0.00	
16-01729	07/20/16	CZAR LAMONT H. CZAR, P.E.	RESOLUTION 16-52-210	Open	17,835.00	0.00	B
16-01753	07/22/16	IPSGROUP IPS GROUP CORPORATION	NCPA #05-14, RES #16-52-078	Open	71,386.50	0.00	B
16-01843	08/05/16	RECREATI RECREATION RESOURCE USA, LLC	RES# 16-52-011	Open	31,932.50	0.00	
16-01882	08/05/16	UNIT REN UNITED RENTALS (NA), INC		Open	330.75	0.00	
16-01945	08/16/16	DEPT DEPTCOR	STATIONERY SUPPLIES	Open	1,910.00	0.00	
16-01957	08/16/16	TONYP SHO TONY P'S HOUSE OF PIE		Open	335.00	0.00	
16-01964	08/16/16	LANDBERG LANDBERG CONSTRUCTION, LLC	RESOLUTION 16-52-229	Open	72,907.10	0.00	B
16-01966	08/16/16	STRAGA B STRAGA BROTHERS INC	RESOLUTION 16-52-230	Open	31,605.00	0.00	B
16-01967	08/16/16	STRAGA B STRAGA BROTHERS INC	RESOLUTION 16-52-231	Open	72,707.18	0.00	
16-01968	08/16/16	TRIDENTM TRIDENT PILING COMPANY, LLC	RESOLUTION 16-52-232	Open	256,250.40	0.00	
16-01979	08/18/16	CODY CODY COMPUTERS SERVICE, INC		Open	1,250.00	0.00	
16-01983	08/18/16	NJSEX NJ SEX CRIMES, OFFICERS ASSO.		Open	175.00	0.00	
16-02114	08/30/16	RICHF RICH FIRE PROTECTION		Open	3,262.00	0.00	
16-02132	08/30/16	TRI-STAT TRI-STATE DIAGNOSTICS CORP.		Open	912.00	0.00	
16-02135	08/30/16	DOWNTOWN DOWNTOWN DECORATONS, INC.	resolution #16-52-246	Open	11,587.00	0.00	
16-02194	09/09/16	PORTERLE PORTER LEE CORPORATION	PER 40A:11-5 (1) (dd)	Open	12,117.50	0.00	
16-02196	09/09/16	ASCEN ASCENT AVIATION GROUP INC.	RESOLUTION# 15-51-009	Open	27,027.66	0.00	
16-02197	09/09/16	RIVERSID RIVERSIDE SHELL, INC.		Open	425.00	0.00	
16-02216	09/09/16	BIRCHME BIRCHMEIER & POWELL LLC	PROFESSIONAL SERVICES	Open	2,445.00	0.00	
16-02895	09/26/16	CODYS CODY'S POWER EQUIPMENT	back pack blowers	Open	898.00	0.00	
16-02902	09/27/16	FASTENAL FASTENAL COMPANY	St Contract #A79873	Open	5,028.50	0.00	
16-02930	09/27/16	THETASAG THE TASA GROUP, INC		Open	2,950.00	0.00	B
16-02935	09/28/16	VITAL VITAL COMMUNICATIONS, INC	ESTIMATED POSTAGE	Open	6,650.06	0.00	
16-02953	09/29/16	PARKERMC PARKER MCCAY PA	RES# 16-52-259	Open	5,903.95	0.00	
16-02958	09/29/16	INTERS INTERSTATE AERIALS LLC		Open	11,306.70	0.00	
16-02965	09/29/16	PADISPLA PENNSYLVANIA ON DISPLAY		Open	240.00	0.00	
16-02970	09/29/16	BEACHCAR BEACHCARTSUSA		Open	1,709.30	0.00	
16-02973	09/29/16	MANIC THE MANIC BOTANIC		Open	400.00	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
16-02974	09/29/16	JERSA	JERSEY ARCHITECTURAL DOOR &	Open	635.00	0.00	
16-02976	09/29/16	SCARBORO	SCARBOROUGH INN B & B	Open	567.00	0.00	
16-03021	10/06/16	77BOY	JASON BOYLE	reimburse for class	Open	90.00	0.00
16-03023	10/06/16	JMDCOMME	JMD COMMERCIAL FLOORS LLC	Open	2,250.00	0.00	
16-03026	10/06/16	A-2-Z	A-2-Z EMBLEMS, LLC	Open	470.00	0.00	
16-03035	10/11/16	SAR	S.A.R. AUTOMOTIVE EQUIPMENT	CITY RESOLUTION #16-52-011, NE	Open	1,225.00	0.00
16-03041	10/11/16	GORGICB	BARB GORGIC	REFUND/ OC POPS CONCERT	Open	54.00	0.00
16-03050	10/11/16	BILLO	BILLOWS ELECTRIC SUPPLY CO.	Open	3,257.52	0.00	
16-03052	10/11/16	MADISON	MADISON PLUMBING & HEATING	State Contract #89797	Open	8,778.12	0.00
16-03056	10/12/16	CAROLINA	CAROLINA CARPORTS, INC.	Open	125.00	0.00	
16-03060	10/12/16	GANN	GANN LAW BOOKS, INC.	Open	144.00	0.00	
16-03061	10/12/16	UNIVS	UNIVERSAL COMPUTING SERVICES	Open	1,282.10	0.00	
16-03064	10/12/16	STVP	SERIOUSLY TOTAL VIDEO PROD,LLC	Open	350.00	0.00	
16-03065	10/12/16	MCMNI	MCMANIMON, SCOTLAND & BAUMANN,	Open	600.00	0.00	
16-03069	10/12/16	ACCYCLE	ATLANTIC CITY CYCLE CENTER	fix Beach Patrol mule	Open	2,807.29	0.00
16-03070	10/12/16	VEITA	VEIT ALUMINUM PRODUCTS	plexiglass for open house	Open	324.00	0.00
16-03075	10/12/16	SMARTWEB	SMARTWEBAPPS	Open	1,625.00	0.00	
16-03077	10/12/16	JPBAINBR	J. P. BAINBRIDGE & ASSOC., INC	OC V KAZANJIAN	Open	5,940.00	0.00
16-03079	10/14/16	GROFF TR	GROFF TRACTOR NEW JERSEY LLC	CITY RESOLUTION #16-52-011, NE	Open	7,006.94	0.00
16-03080	10/14/16	SJGLA	SOUTH JERSEY GLASS & DOOR CO	Open	1,005.64	0.00	
16-03081	10/14/16	KRAVI	DBK PHOTO	Open	200.00	0.00	
16-03085	10/14/16	ACTIONUN	ACTION UNIFORM CO., L.L.C	Open	260.00	0.00	
16-03086	10/14/16	GTBM INC	G.T.B.M. INC.	Open	3,486.13	0.00	
16-03087	10/14/16	TONYPSHO	TONY P'S HOUSE OF PIE	Open	400.00	0.00	
16-03088	10/14/16	MACK	MANCO & MANCO PIZZA, INC.	Open	500.00	0.00	
16-03089	10/14/16	EASTS	EASTERN SIGN CO	Open	100.00	0.00	
16-03199	10/20/16	TREA9	TREAS-STATE OF NEW JERSEY	CTC #T-8130	Open	50.00	0.00
16-03200	10/20/16	TREA9	TREAS-STATE OF NEW JERSEY	CTC #T-8181	Open	50.00	0.00
16-03201	10/20/16	TREA9	TREAS-STATE OF NEW JERSEY	CFO # N-0677	Open	50.00	0.00
16-03206	10/25/16	ASCAP	ASCAP	Open	1,736.51	0.00	
16-03211	10/25/16	QUANT	QUANTUM INC.	Open	144.00	0.00	
16-03214	10/25/16	DIRECTEN	DIRECT ENERGY BUSINESS	Open	2,212.13	0.00	
16-03218	10/25/16	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.	open invoices for screening	Open	152.00	0.00
16-03219	10/28/16	SPORTHYU	SPORT HYUNDAI DODGE, INC.	Open	356.25	0.00	
16-03220	10/28/16	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA CONTRACT 031212GPC	Open	726.98	0.00
16-03221	10/28/16	SPORTHYU	SPORT HYUNDAI DODGE, INC.	Open	119.00	0.00	
16-03284	11/02/16	MALLO	JAMES MALLON	Open	85.32	0.00	
16-03291	11/02/16	09FEN	KRISTIE FENTON	Open	60.00	0.00	
16-03296	11/02/16	PENROSER	ROBERT PENROSE	PARKING FEES REIMBURSEMENT	Open	30.00	0.00
16-03299	11/02/16	BARRYCHA	CHARLES BARRY	Open	352.98	0.00	
16-03305	11/02/16	KENMARSH	KENNETH MARSHAL ELECTRICAL INC	Open	944.75	0.00	
16-03306	11/02/16	TRISTHVA	TRISTATE HVAC EQUIPMENT, LLP	Open	1,235.00	0.00	
16-03308	11/02/16	M INACIO	MICHAEL INACIO	Open	102.00	0.00	
16-03314	11/02/16	SKALERB	BARRY SKALER	REFUND/ O.C. POPS CONCERT	Open	50.00	0.00
16-03324	11/02/16	HORIN	BILL HORIN PHOTOGRAPHY	Open	700.00	0.00	
16-03325	11/02/16	TALESEMA	JON & PATTYS COFFEE BAR BISTRO	Open	1,950.00	0.00	
16-03332	11/04/16	MTI	MUSIC THEATRE INTERNATIONAL	Open	7,770.00	0.00	
16-03334	11/04/16	OCHEATR	OCEAN CITY THEATRE COMPANY	Open	1,649.25	0.00	
16-03338	11/04/16	OCAIR	CITY OF OCEAN CITY AIRPORT	2016 AIRSHOW/FESTIVAL FUELSALE	Open	2,882.16	0.00
16-03341	11/04/16	660LORD	ROBIN LORD	REIMBURSEMENT-USE OF OWN CAR	Open	37.78	0.00
16-03346	11/07/16	MAPLEDIR	MAPLE DIRECT INC	Open	7,290.20	0.00	
16-03350	11/07/16	LILLIS	LILLISTON CHRYSLER	79598	Open	111.73	0.00
16-03351	11/07/16	SHOEM	SHOEMAKER LUMBER COMPANY, INC	Open	95.83	0.00	
16-03352	11/07/16	SOUTJ	SOUTH JERSEY WELDING SUPPLY	Open	159.72	0.00	

November 7, 2016
11:31 AM

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

Page No: 4

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
Total Purchase Orders:		158	Total P.O. Line Items:	0	Total List Amount:	11,602,356.99	Total Void Amount:	0.00

November 2, 2016
08:56 AM

CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Issued Outside Bill List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 88640 to 88641
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

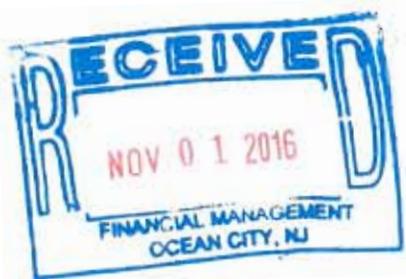
Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
88640	10/31/16	NJSLOM NJ STATE LEAGUE OF	5.00		3969
88641	10/31/16	NJSLOM NJ STATE LEAGUE OF	5.00		3970

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	10.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>2</u>	<u>0</u>	<u>10.00</u>	<u>0.00</u>

2016
Recreation Trust Fund
Junior Miss Ocean City Awards
Bill List

11/4/2016

Voucher #	Name	Amount
3465	Stella Schwartz	\$ 1,350.00
3466	Maddyn Randazzo	700.00
3467	Mary Grace Jamison	625.00
3468	Avery Fritsch	300.00
3469	Grace Webber	450.00
3470	Emily Torrence	50.00
3471	Julia Wilson	25.00
		<u>\$ 3,500.00</u>



2016
Recreation Dedicated Trust Fund
Bill List

11/4/2016

Voucher #	Name	Amount
3459	Stephen G. Shincarick	80.00 Summer League 7-27-16 (2) Games

\$ 80.00

