

**RESOLUTIONS ADOPTED BY CITY COUNCIL 2-28-17:**

**R50-17** RESOLUTION AUTHORIZING TEMPORARY CONDITIONAL TAXI DRIVERS LICENSE TO JAMAR PITTS THROUGH APRIL 10, 2017

**R51-17** RESOLUTION AMENDING RESOLUTION 46-17 RESOLUTION AWARDDING BID CONTRACT FOR 2016 ROADWAY IMPROVEMENTS (EARL ASPHALT)

**R52-17** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSIT'S 2017 SUMMER SERVICES PROMOTION (**REMOVED**)

**R53-17** RESOLUTION AUTHORIZING ANNUAL CONTRACT FOR PURCHASE OF USED EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS (NEW JERSEY STATE AGENCY FOR SURPLUS PROPERTY)

**R54-17** RESOLUTION PLACE-TO-PLACE EXPANSION OF PREMISE FOR PUNJAB LIQUOR, INC. T/A RAINBOW LIQUORS

**R55-17** RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

**R56-17** RESOLUTION AUTHORIZING 2017 ANNUAL CONTRACT FOR VETERINARY SERVICES (LONG BRANCH ANIMAL HOSPITAL)

**R57-17** RESOLUTION TO ADOPT THE URBAN ENTERPRISE ZONE MARKETING AND BUSINESS PROMOTIONS PROJECT FOR BUSINESS DEVELOPMENT FOR THE FISCAL YEAR 2017

**R58-17** RESOLUTION ESTABLISHING TERMS AND CONDITIONS FOR LEASING OF THE WEST END CONCESSION STAND, CITY OF LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NEW JERSEY

**R59-17** RESOLUTION ESTABLISHING TERMS AND CONDITIONS FOR LEASING OF THE CONCESSION STANDS AT COTTAGE PLACE AND

BATH AVENUE, CITY OF LONG BRANCH, COUNTY OF MONMOUTH,  
STATE OF NEW JERSEY

**R60-17** RESOLUTION AUTHORIZING CONTRACTS THROUGH  
NATIONAL JOINT POWERS ALLIANCE A NATIONAL COOPERATIVE  
PURCHASING PROGRAM

**R61-17** RESOLUTION TO REFUND OVERPAYMENT OF 2017 TAXES

**R62-17** RESOLUTION AUTHORIZING NON-FAIR OPEN CONTRACT  
FOR ATTORNEY COUNSEL SERVICES NICOLSON LAW GROUP

**R63-17** RESOLUTION AUTHORIZING CONTRACTS THROUGH  
MONMOUTH COUNTY COOPERATIVE PURCHASING PROGRAM

**R64-17** RESOLUTION AUTHORIZING CONTRACTS THROUGH  
CRANFORD POLICE COOPERATIVE PURCHASING PROGRAM

**R65-17** RESOLUTION AUTHORIZING CONTRACTS THROUGH  
SOMERSET COUNTY COOPERATIVE PURCHASING PROGRAM

**R66-17** RESOLUTION AUTHORIZING THE AWARD AND EXECUTION  
OF A CONTRACT FOR CONSTRUCTION COST ESTIMATING FIRM TO  
PROVIDE PHASE 2 OCEANFRONT PIER AND FERRY TERMINAL MARINE  
PROJECT SERVICES (ELLANA, INC.)

**R67-17** RESOLUTION APPROVAL PAYMENT OF BILLS

**RESOLUTION 50-17**

**RESOLUTION AUTHORIZING TEMPORARY CONDITIONAL TAXI DRIVERS LICENSE TO JAMAR PITTS THROUGH APRIL 10, 2016**

**WHEREAS**, Jamar Pitts has appealed to the Council of the City of Long Branch from a denial of his application for a Long Branch Taxi Cab Drivers License; and

**WHEREAS**, the denial is a result of a prior conviction of Jamar Pitts for a violation of 2C:35-10a, possession of a controlled dangerous substance with intent to distribute; and

**WHEREAS**, pursuant to R.S. 48:16B(1), an individual is disqualified from holding a taxi cab drivers license if he/she has been convicted of the possession or sale of a controlled dangerous substance as defined in N.J.S.A 2C:35-2 unless that individual can produce a certificate of rehabilitation; and

**WHEREAS**, Jamar Pitts has filed a petition for expungement of his prior criminal conviction; and

**WHEREAS**, the hearing for said expungement is scheduled for April 6, 2017; and

**WHEREAS**, in the event the expungement is granted, Mr. Pitts would be eligible immediately for a permanent taxi cab drivers license; and

**WHEREAS**, the Council of the City of Long Branch within its discretion has the ability to issue a conditional license to Mr. Pitts; and

**WHEREAS**, the Council of the City of Long Branch has considered the date of his offense, the rehabilitation that Mr. Pitts has already completed, that being a graduation from the Monmouth County Drug Court in January, 2009, as well as the fact that Mr. Pitts has no other criminal incidents on his record, although Mr. Pitts drivers license was suspended twice for surcharge violations; and

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Long Branch that Jamar Pitts effective February 14, 2017 is authorized to operate a taxi cab in the City of Long Branch until April 10, 2017; and

**BE IT FURTHER RESOLVED** in the event Mr. Pitts expungement is granted on April 6, 2017, Mr. Pitts does not need to reappear before the Council of the City of Long Branch and this conditional license shall continue for the balance of the calendar year of 2017; and

**BE IT FURTHER RESOLVED** that in the event Mr. Pitts conviction is not expunged for any reason, then in that event, Mr. Pitts is directed to contact the Public Safety Director and the Public Safety Director is to immediately reschedule another hearing before the Council of the City of Long Branch as soon as is practical; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be served upon Mr. Pitts by regular mail at 424A Broadway , Long Branch, New Jersey 07740, the address provided by Mr. Pitts on Petition for Expungement.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to the Public Safety Director who shall remain in contact with Mr. Pitts and contact Mr. Pitts on April 6, 2017 to inquire as to the results of the expungement hearing.

BE IT FURTHER RESOLVED that the within permit is conditional upon Mr. Pitts not having any interaction with law enforcement during the temporary period of this license.

MOVED: *Simone*

SECOND: *Billings*

AYES: *5*

NAYS: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-28-17  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 1st DAY OF MARCH 2017  
*Kathy L. Schmidt*  
MUNICIPAL CLERK, E.M.C.

R - 51-17

**RESOLUTION AMENDING RESOLUTION 46-17 RESOLUTION AWARDING BID  
CONTRACT FOR 2016 ROADWAY IMPROVEMENTS**

**WHEREAS**, the Council of the City of Long Branch adopted Resolution 46-17, a Resolution Awarding Bid Contract for the 2016 Roadway Improvements; and

**WHEREAS**, it has been brought to the attention of the City Attorney that Resolution 46-17 contained a typographical error in the base bid of the successful bidder, Earl Asphalt; and

**WHEREAS**, the base bid listed in Resolution 46-17 was \$856,613.13; and

**WHEREAS**, the correct base bid was \$858,613.13; and

**WHEREAS**, in order to correct the typographical error, the within amendment to Resolution 46-17 is necessary; and

**WHEREAS**, the typographical error is corrected to state the base bid or Earl Asphalt is \$858,613.13; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Long Branch, that Resolution 46-17 as amended awards the bid contract for 2016 Roadway Improvements to Earl Asphalt Company for 2016 Roadway Improvements in accordance with the bid specification and proposal as amended for the sum not to exceed \$880,138.13.

MOVED: *Simanni*  
SECONDED: *Billings*

AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
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LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
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RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-28-17  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIRMED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 1st DAY OF MARCH 2017  
*Kathy L. Schmidt*

R# 53-17

**RESOLUTION AUTHORIZING ANNUAL CONTRACT  
FOR PURCHASE OF USED EQUIPMENT  
FOR THE DEPARTMENT OF PUBLIC SAFETY**

**WHEREAS**, the City has the need throughout the year to replace or supplement equipment of various types for use by the Department of Public Safety; and

**WHEREAS**, in accordance with NJSA 40A:11-5(2), the City may negotiate or enter into a contract with the United States of America, the State of New Jersey, county or municipality, or any board, body, officer, agency or authority thereof, or any other state or subdivision thereof, without public advertising for bids; and

**WHEREAS**, contracts with government entities are exempt from requirements of New Jersey Pay to Play legislation; and

**WHEREAS**, the General Services Administration, an agency of the United States Federal Government, through New Jersey State Agency for Surplus Property, has a program available exclusively to law enforcement agencies to procure used surplus equipment for a minimal handling fee, and the Director of Public Safety recommends that this program would be beneficial to his department and to the City.

**WHEREAS**, Certifications of Funds for this contract will be provided based upon issuance of purchase orders prior to each purchase.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes an open-ended annual contract, through December 31, 2017, to New Jersey State Agency for Surplus Property, for processing fees for the procurement of various miscellaneous used equipment for the Department of Public Safety, in accordance with the procedures established by the City Purchasing Agent, and subject to availability of funds for each purchase.

**BE IT FURTHER RESOLVED** that the Finance Director is hereby authorized to take any necessary action to arrange for a payment to be made at the time of delivery of the equipment.

OFFERED: Siranni  
SECOND: Bullings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
IS A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-28-17  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 1st DAY OF MARCH 2017  
Kathy L. Schmidt  
MUNICIPAL CLERK, E.M.C.

R 54-17

**RESOLUTION PLACE-TO-PLACE EXPANSION OF PREMISE FOR  
PUNJAB LIQUOR, INC. T/A RAINBOW LIQUORS**

**WHEREAS**, an application has been filed for a place-to-place transfer, expansion of premise of plenary retail distribution license #1325-44-007-004, located at 518 Broadway, Long Branch, NJ 07740 for the purpose of expanding the premises under license wherein for the storage of alcoholic beverages; and

**WHEREAS**, the submitted application form is complete in all respects, the transfer fees have been paid and the license has been properly renewed for the current license term.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch does hereby approve, effective February 14, 2017 the expansion of the aforesaid Plenary Retail Distribution licensed premises located at 518 Broadway, Long Branch, NJ 07740 to place under license that are delineated in the application form and the sketch of the licensed premises attached hereto.

MOVED: *Sirianne*  
SECONDED: *Billings*

AYES: 4  
NAYS: 0  
ABSENT: 0  
ABSTAIN: 0

*Councilman Pallone  
recused himself*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-28-17  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 28 DAY OF MARCH 2017  
*Kathy L. Schmidt*  
MUNICIPAL CLERK, R.M.C.



55-17

RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN  
APPROVED STATE CONTRACT VENDORS

WHEREAS, the City of Long Branch, in accordance with N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29, may, by resolution, and without public advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Long Branch has the need to purchase goods or services utilizing State contracts on a timely basis; and

WHEREAS, the City intends to enter into contracts with the attached referenced State Contract Vendors through this resolution and properly executed contracts/and or purchase orders, which shall be subject to all the conditions applicable to the current State contracts.

WHEREAS, in accordance with New Jersey Local Pay to Play Law, New Jersey Cooperative Purchasing System contracts meet the "Fair and Open" process requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract vendors on the attached list, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED by the Long Branch City Council that, pursuant to N.J.A.C.5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Long Branch and the referenced State Contract vendors shall be from date of adoption of this resolution through December 31, 2017, or the date of expiration of the State Contract, whichever is sooner.

OFFERED: Simanow  
SECOND: Bullings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, EMILY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-28-17  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 1st DAY OF March, 2017  
Emily L. Schmidt

<b>STATE CONTRACT VENDORS</b>	<b>EXPIRATION DATE</b>
HON FURNITURE #81641	7/31/2017
FASTENAL #79873	2/28/2017
W W GRAINGER #79875	2/28/2017
GOODYEAR/BRIDGESTONE TIRES #82527, 82528	3/31/2017
HOME DEPOT #83930	7/31/2017
LOWE'S #82951	7/31/2017
WB MASON #88839	5/6/2018
RIGGINS INC #80909	2/28/2017
RIGGINS INC #82763	10/31/2017
TRUIS #88261	1/19/2018
CRAFT OIL #81514	5/29/2017
DAVID WEBER OIL #81519, 80762	5/29/2017
PPC LUBRICANTS #81515	5/29/2017
STAVOLA #87738	10/31/2017
TRAP ROCK INDUSTRIES #87737	10/31/2017
CAMPBELL FOUNDRY #84205	6/30/2017
JEWEL ELECTRIC #85578	12/31/2017
KEER ELECTRIC #85583	12/31/2017
BECKER'S TREE SERVICE \$80907	2/28/2017
PETER TODD #80904	2/28/2017
A E STONE #82251	8/31/2017

**STATE CONTRACT VENDORS - PAGE 2****EXPIRATION DATE**

KONICA MINOLTA BUSINESS #52046	12/31/2020
CENTRAL JERSEY STARTER #89280	7/20/2018
CENTRAL JERSEY STARTER #43037	2/16/2020
CENTRAL JERSEY STARTER #42112	8/9/2019
R&H SPRING #89270	7/20/2018
VERIZON WIRELESS #82583	8/31/2017
CHERRY VALLEY TRACTOR #43022	2/16/2020
LAWSON PRODUCTS #85850	1/29/2018
LAWSON PRODUCTS #42111	8/9/2019
LAWSON PRODUCTS #42023	2/16/2020
STORR TRACTOR #43038	2/16/2020
FOLEY INC. #85846	1/29/2018
TRANSAXLE #85849	1/29/2018
TRANSAXLE #42090	8/9/2019
TRIUS #42108	8/9/2019
TRIUS #85856	1/29/2018
WE TIMMERMAN #85857	1/29/2018
FREHOLD FORD #40810, #86005	3/17/2019
UNI SLECT #42099	8/9/2019
AFFORDABLE INTERIORS SYSTEM #81705	7/31/2017
EASTERN CONCRETE #87732	10/31/2017
JOSEPH FAZZIO #84215	6/30/2017
EXTel COMMUNICATIONS #80807	1/31/2018
ALLIED DIESEL #42107	8/9/19

**STATE CONTRACT VENDORS - PAGE 3****EXPIRATION DATE**

<b>DAVIS #42121</b>	<b>8/9/2019</b>
<b>F&amp;C AUTOMOTIVE #42104</b>	<b>8/9/2019</b>
<b>HOOVER TRUCK PARTS #42068</b>	<b>8/9/2019</b>
<b>KIMBALL MIDWEST #42128</b>	<b>8/9/2019</b>
<b>MID ATLANTIC TRUCK #42075</b>	<b>8/9/2019</b>
<b>SANITATION TRUCK #42105</b>	<b>8/9/2019</b>
<b>SANITATION TRUCK #89290</b>	<b>7/20/2018</b>
<b>NEWARK BRUSH #85860</b>	<b>1/19/2018</b>

	CONTRACT #			
PRO GUARD				8137
POINT BLANK ENTERPRISE				81351
RED THE UNIFORM TAILOR				86385
MPH INDUSTRIES				82101
MOBILE VISION				81311
SAMZIES	86391	87562		78921
W B MASON		88839		80975
SIG SAUER				81319
SABRE SECURITY EQUIPMENT				81315
TASER INTERNATIONAL				81321
WHELEN ENGINEER				81336
W W GRAINGER				79875
PINACLE WIRELESS FBO UNITEK				83918
VERIZON WIRELESS				82583
MORNING PRIDE MANUFACTURING				80948
ABSOLUTE FIRE PROTECTION				81340
ATLANTIC TACTICAL	82102	86389		81297
AKRON BRASS COMPANY				80964
BEYER BROS	79161	83470		89258
BEYER FORD	88231 89263	83013 88730	88727 81346	88214
CONTINENTAL FIRE SAFETY			81365	80956
CHAS S WINNER	88215 81165	83173 88228	88728 83012 88726	86921 88757 88758

DELL MARKETING	89850	88796	89967
DRAEGER SAFETY	81301	80962	85086
STATE OF NJ DEPTCOR STATE USE			49131
DAY CHEVROLET			89938
MALI INC TA HOLIDAY INN			80393
EAGLE POINT GUN SHOP			81296
EMERGENCY EQUIPMENT SALES		40274	80972
FIREFIGHTER ONE	81363	86336	80949
HP ENTERPRISE SERVICES			85273
HP INC			89974
HP KANADY		82413	82288
HAVIS INC		87335	84743
KONICA MONOLTA BUSINESS	52046	64044	68256
KALDOR EMERGENCY LIGHTS			81333
GARDEN STATE HIGHWAY PRODUCTS		87100	86462 81444
GEN EL SAFETY & INDUSTRIAL	78927	81356	85084
E & E ENTERPRISES			85429
GLOBAL DISTRIBUTORS			81713
GLOBAL SYSTEMS TECHNOLOGIES			84327
GLOBAL TEL LINK			88935
GRACE GLOBA			89973
SATCOM GLOBAL			85115
LAWMEN SUPPLY	82100	86392	81295

PIERCE MANUFACTURING				83457
PARATECH INC				80970
MORNING PRIDE MANUFACTURING				80948
LEXIS NEXIS				68459
LAWSON PRODUCTS	82100	86392	76910	85850 81295
LANIGAN ACCOC.				81299
MOTOROLA SOLUTION				83909
NEW JERSEY BUSINESS SYSTEMS			887338	83999
GOLD TYPE BUSINESS		81342	83904	91341

R # 56-17

## **RESOLUTION AUTHORIZING 2017 ANNUAL CONTRACT FOR VETERINARY SERVICES**

**WHEREAS**, the City of Long Branch has the need to provide for veterinary services in conjunction with its Animal Control Program, and has recommended that, in order to provide services on a 24/7 basis, the City contract with a veterinary hospital; and

**WHEREAS**, the City Director of Health has recommended that an annual contract be authorized to Dr. Raymond Smith, DVM, of Long Branch Animal Hospital as the City's veterinarian; in accordance with the fee schedules annexed hereto; and

**WHEREAS**, additionally, the City requires the services of a veterinarian for care of the Police Department K-9 unit, and the Public Safety Director has indicated the desire to have the necessary services provided by Dr. Smith of Long Branch Animal Hospital; and

**WHEREAS**, in accordance with N.J.S.A. 40A:11-5(1) (a) (i), the local units of government may award a contract for professional services without publicly advertising for bids; and

**WHEREAS**, the maximum value of this contract is \$17,000, and therefore not subject to N.J.S.A. 19:44A-20.5 et seq.; and

**WHEREAS**, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and the Political Contribution Affidavit will serve as acknowledgement by Long Branch Animal Hospital and that they comply with the Ordinance, and have not made any political contributions that would bar them from being awarded a contract with the City of Long Branch; and

**WHEREAS**, these contracts are being awarded as open-ended contracts and during the contract year certification of funds will be provided by issuance of a Purchase Order at the time of need for services, and based upon availability of funds.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes contracts as follows:

**Dr. Raymond N. Smith, DVM, of Long Branch Animal Hospital**, for an open-ended annual contract for veterinary services as required by the City's Animal Control Program and veterinary care for the Long Branch Police Department K-9 unit during calendar year 2017, in accordance with the terms and conditions of the proposal and contract annexed hereto.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said contracts.

**BE IT FURTHER RESOLVED** that the City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.



OFFERED: Simanni  
 SECOND: Billings  
 AYES: 5  
 NAYES: 0  
 ABSENT: 0  
 ABSTAIN: 0

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, DARYL L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
 REGULAR MEETING HELD ON 2-28-17  
 IN WITNESS WHEREOF, I HAVE HERETO SET  
 MY HAND AND SEAL OF THE OFFICIAL SEAL OF THE  
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
 JERSEY, THIS 15th DAY OF MARCH, 2017  
*Daryl L. Schmidt*

R# 57-17

**RESOLUTION TO ADOPT THE  
URBAN ENTERPRISE ZONE  
MARKETING AND BUSINESS PROMOTIONS PROJECT FOR  
BUSINESS DEVELOPMENT  
FOR THE FISCAL YEAR 2017**

**WHEREAS**, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone as designated and the Long Branch enterprise Zone Alliance has been crated for said zone; and

**WHEREAS**, the funds which are generated by the UEZ programs are now deposited in the NJ State Urban Enterprise Zone Assistance Fund and credited to the account of the city of Long Branch, and said account being maintained by the NJ State Treasurer for the Urban Enterprise Zone; and

**WHEREAS**, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize the use of \$32,500 of the Urban Enterprise Zone Assistance Fund for program promotions and marketing for business development; and

**WHEREAS**, the proposal is an eligible use of Urban Enterprise Zone's funds under the provisions of the Urban Enterprise Zone Act Public 1993, Chapter 367, and there is sufficient funding available to cover the cost of the proposal; and

**WHEREAS**, the marketing and business development component is necessary in order to successfully complete UEZ objectives and goals; and

**WHEREAS**, the project will operate from March 1, 2017 through, February 28, 2018; and

**WHEREAS**, these objectives and goals will directly benefit revitalization efforts and economic development needs within the zones.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby authorize that \$32,500 of UEZ matching funds to be used for the purpose of addressing Promotions and Marketing for Business Development needs within the UEZ of the City of Long Branch New Jersey.

OFFERED: Simanni  
 SECOND: Billings  
 AYES: 5  
 NAYES: 0  
 ABSENT: 0  
 ABSTAIN: 0

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
 LONG BRANCH, DO HEREBY CERTIFY THE FOLLOWING  
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
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 REGULAR MEETING HELD ON 2-28-17  
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
 JERSEY, THIS 28 DAY OF FEBRUARY, 2017  
Kathy L. Schmidt  
 MUNICIPAL CLERK, N.J.S.

**UEZ**

**UEZ Program Marketing and Business Promotions**  
**Project 2016**  
**(For Business Development)**

## **WORK PLAN**

### **I. Project Description**

This grant provides funds as an initial increment towards the municipality's projected Fiscal Year 2017 total Urban Enterprise Zone Program Marketing and Business Promotions Project. The project will operate from March 1, 2017 through February 28, 2018.

### **II. Target Population Area to Be Served**

Monmouth County New Jersey

### **III. Project Objectives**

- A. New and existing businesses will be contacted and given information regarding the procedure to join and the benefits available in the UEZ Program.
- B. The UEZ Program will work in collaboration with other programs and resources to improve the overall appearance of designated zones. This will help to attract customers and increase spending.
- C. Businesses must be improved, infrastructure and streetscapes upgraded to attract customers, to retain and create new jobs and greater revenues for overall business productivity.
- D. Free concerts, special events, holidays, special promotions and City-sponsored activities will be supported to draw people into designated Urban Enterprise Zones to help develop and grow business opportunities.

### **IV. Scope of Services**

Scope of services include organizing and meeting with business groups and other agencies such as the Chamber of Commerce to obtain information on needs and other items in order to promote business development. The UEZ Program will spearhead the strategy to bring in new retail uses for job creation; help to improve existing businesses for job retention; market the UEZ and its services and projects to attract new retail uses to UEZ's for sustainable economic development; offer police protection and deploy specific equipment to make areas attractive as City services are enhanced and commercial areas become more productive. The ratable base for the City has been improved through such actions, crime has been reduced and the perception of the City has been made more positive as merchants are able to make a decent living in Long Branch.

The staff of the UEZ will use mailings, email communications, cable television, publications, special events, articles, ads and other methods to market the UEZ Program and to highlight the benefits of the same. The staff will accumulate statistics and conduct surveys to obtain first-hand information about the business operations and resolve to improve on the conduct of business for a more productive business environment.

## OBJECTIVES

**Objective Number:** 1

**Short Description:** To Increase the Number of Business Certifications

### **Detailed Description**

New and existing businesses will be contacted and given information regarding the procedure to join and the benefits available in the UEZ Program.

### **Methods**

Through the use of business meetings, canvassing, mail drops, email blasts, cable network, advertisements, free concerts, special events, special activities, articles, trainings and other methods, business contacts will be made and informed of the UEZ Program. An Assistant Director will personally contact City businesses.

### **Evaluation**

The effectiveness of these methods can be measured by the number of certified businesses participating in the UEZ Program after any given period.

**Application Program Component:** \_\_\_\_\_

## OBJECTIVES

**Objective Number:** 2

**Short Description:** To Make UEZ's More Attractive and Productive

### Detailed Description

The UEZ Program will work in collaboration with other programs and resources to improve the overall appearance of designated zones. This will help to attract customers and increase spending among UEZ businesses.

### Methods

The UEZ will solicit businesses for banners, planters, special activities, decorations, beautification items along with increased City services to make areas more attractive and to keep areas clean.

### Evaluation

Business viability and revenues, however difficult to obtain (merchants are sometimes reluctant to share revenue statistics), will be the telling results of the success of these efforts.

**Application Program Component:** \_\_\_\_\_

## OBJECTIVES

**Objective Number:** 3

**Short Description:** To Create Sustainable Economic Development in UEZ's

### Detailed Description

Businesses must be improved; infrastructure and streetscape upgraded to attract customers, to retain and create new jobs and create new jobs and greater revenues for overall business productivity. Outsiders must be attracted into zones as well as City residents via special promotions and activities in order to create incentives for business growth.

### Methods

Regular business meetings are held; the UEZ works with the local Chamber of Commerce to attract new business and offer incentives to existing uses; the UEZ offers incentives for stimulating the economy.

### Evaluation

The results of this endeavor will be evaluated by the number of jobs retained and jobs created in designated Urban Enterprise Zones.

**Application Program Component:** \_\_\_\_\_



## **OBJECTIVES**

**Objective Number: 4**

**Short Description:** To Develop Lower Broadway and Improve Other Zones

### **Detailed Description**

Lower Broadway is a NJ State authorized Area In Need of Redevelopment. Improving the first two blocks by constructing new retail uses will increase UEZ certifications. The UEZ Program recognizes that Lower Broadway was previously declared a Redevelopment Zone and parcels are currently under private ownership. The UEZ will promote clean-up initiatives and in addition, have special activities including wholesome family concerts at the Band Shell and at other venues in an effort to attract customers.

### **Methods**

New retail uses are being marketed and some successful uses may be relocated to the Broadway District. Discussions are underway for a new developer and a modified plan. Existing zones will benefit from the influx of people via special events and more attractive zones. Additional certifications are assured when these actions are completed.

### **Evaluation**

The success of this effort will be determined by the actual number of UEZ certified businesses located Lower Broadway primarily and other designated zones.

**Application Program Component:** \_\_\_\_\_

**UEZ Program Marketing and Business Promotions Project 2017**  
**(For Business Development)**

**UEZ Administration**

UEZ Director .....	\$5,500
UEZ Assistant Program Analyst .....	\$3,000

**Operating Costs**

Special Events (Oceanfest, Pooch Parade).....	\$4,000
Concerts, Cruise Nights (bands, sound, lights, shows).....	\$20,000
 Total Project Costs.....	 \$32,500

**RESOLUTION ESTABLISHING TERMS AND CONDITIONS  
FOR LEASING OF THE WEST END CONCESSION STAND  
CITY OF LONG BRANCH, COUNTY OF MONMOUTH,  
STATE OF NEW JERSEY**

**WHEREAS, the City of Long Branch has determined that it is in the best interest of the City and the general public to lease the building at the City operated public bathing beach known as West End Beach, located at West End Avenue and the Boardwalk, Long Branch, New Jersey, for use as a concession stand; and**

**WHEREAS, in accordance with N.J.S.A. 40A:12-14(a), the governing body is permitted to authorize the lease of real property in this manner.**

**NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the building at the City operated public bathing beach known as West End Beach, at West End Avenue and the Boardwalk, be offered for lease by the City in accordance with the terms and conditions set forth in this resolution.**

**SECTION 1: RECEIPT OF BIDS**

- 1. The Business Administrator, representing the City Council will receive sealed bids for the above mentioned lease on Wednesday, March 22, 2017, at 11:00AM prevailing time, in the Council Chambers, 2<sup>nd</sup> Floor, Municipal Building, 344 Broadway, Long Branch, New Jersey 07740.**
- 2. The bid of the highest bidder will be conditionally accepted contingent upon formal action of the City Council at the next regularly scheduled Council Meeting after the date of receipt of bids.**
- 3. A copy of the resolution setting forth the terms and conditions of the lease, and bid documents that must be completed by the successful bidder, are on file in the Purchasing Office, Municipal Building, 344 Broadway, Long Branch, New Jersey 07740 and may be picked up, or upon request, mailed to prospective bidders.**
- 4. The term of the lease shall be for a three year period, and shall run from April 1st through September 30<sup>th</sup> of each year for 2017, 2018 and 2019. However the City reserves the right to cancel this lease at the end of any beach season if necessitated by an impending boardwalk improvement project or redevelopment of the area requiring vacation and/or demolition of the premises. In the event that the City intends to exercise this right, it will provide written notification to the lessee at least 60 days prior to the start of the next beach season of its intent to do so.**

5. The minimum bid for said lease shall be \$ 10,500.00 (ten thousand five hundred dollars) Per season. Bidding will be in increments of at least \$100.00 (one hundred dollars)
6. Prospective bidders are advised to apply for and obtain a Business Registration Certificate prior to the bid date. Information on Business Registration and a sample certificate are included in the bid package.
7. The City Council reserves the right to reject any bid that does not meet or exceed the specified minimum, to reject the bid of any bidder who does not comply with the terms and conditions of the lease as specified herein. If the bid of the high bidder is not accepted, the City reserves the right to reject all bids.
8. The successful bidder must provide Bid Security, in the form of cash or certified check, in the amount of 10% of the total bid, except that the security not exceed \$ 20,000.00 in accordance with N.J.S.A. 40A:11 Said bid security must be posted with the City Clerk within 24 (twenty four) hours of the date and time of the bid opening. Failure to provide the Bid Security as specified will result in rejection of the bid. The bid security will be held by the City until the successful bidder has executed the lease documents, and provided the required insurance certificates and paid the first installment of the annual rent.
9. In the event that the successful bidder does not execute the lease documents and/or provide the insurance certificates and/or pay the rent payment as specified above, the City may take action to rescind the award of this bid, in which case the bidder's security will be forfeited to defray the cost of re-advertising for bids for the lease.
10. All prospective bidders will be required to inspect the premises prior to bidding on this lease. Call the City's Purchasing Office at 732-571-5656 during regular business hours to arrange for an appointment with the City's Building Supervisor.
11. The Exhaust Hood, Fire Suppression System, and all equipment that may be on the premises are the property of the City, and will be removed prior to the start of the new lease if requested by vendor, except the Exhaust Hood, Fire Suppression System. The City owned Exhaust Hood Fire Suppression System, and said equipment is made available, at no charge, for use by the Lessee, if so desired. The equipment is provided in "as is" condition and the City offers no warranty or guarantee for the equipment or its operation. The City will not be responsible for any repairs that may, at any time be necessary; nor will the equipment be replaced by the City in the event it is, or at any time becomes, obsolete, inoperable or un-repairable.

## **SECTION 2 – CONDITIONS OF LEASE**

1. For the purpose of definition, the terms "bidder" and "lessee" shall be considered synonymous.
2. The term of the lease shall be for three years and shall run from April 1<sup>st</sup> through September 30<sup>th</sup> of each year during 2017, 2018 and 2019, except for the reservation as detailed in Section 1, Paragraph 4 above.
3. This building is to be leased with the restriction that it may only be used to operate a concession stand, from which the lessee may vend any/all items normally classified as refreshments, sundries and bathing supplies.
4. The Lessee may place adjacent to the concession stand tables and chairs for use by patrons. Size and number of tables and chairs, and their placement are subject to the approval of the Director of Building and Development, and in no case shall impede the flow of foot traffic along the boardwalk.
5. A complete menu and price list of all items to be sold, including weights and measures of all food and beverages and must include healthy items, must be submitted to the City at the time of signing of the lease. The Lessee will not be permitted to sell or display any items which the City considers to be in poor taste or objectionable to the public.
6. During the term of the lease, the Lessee shall, at a minimum, operate the concession stand to coincide with the operation of the beach, which is open from 9AM to 5PM seven days per week, inclement weather excepted. Should the Lessee choose to operate the concession stand before or after beach hours during the beach season, or to operate the stand prior to the start of the beach season or after the Labor Day closing, Lessee shall seek prior permission of the City Administrator. As a condition of approval, a schedule and agreement must be negotiated with the City that would provide Comfort Station facilities during the concession stand's operating hours beyond regular hours.
7. The concession stand shall be leased in "as is" condition. It will be the Lessee's responsibility to make any and all necessary repairs to meet all State and Local Health and Fire codes, and to obtain a commercial Certificate of Occupancy from the City Fire Prevention Office, and a Mercantile Permit from the Department of Health. Further prospective bidders should make themselves familiar with the applicable Health and Fire Codes prior to bidding for this lease, in order to ascertain the extent of repairs that may be required.
8. If the Lessee fails to complete any repairs required by State and Local Health and Fire Codes by May 15, 2017, the City shall have the right to void the lease and re-bid, with no credit to the defaulting bidder for any work which has been completed on the

concession stand. The City may also keep as liquidated damages a portion of the lease payment and/or the bid security.

9. When the term of this lease expires, all repairs and/or renovations made to the concession stand by the lessee will revert to ownership of the City of Long Branch.
10. The concession stand and equipment must be inspected by officials from the City's Health and Fire Code Departments prior to opening each year for the term of the lease. Additionally, the Lessee must, each year, apply for, at his expense, a Mercantile Permit, and any other permits which may be required to operate the concession stand.
11. The Lessee will be responsible for providing to the City Fire Official a certification from the company with whom he/she contracts for maintenance of the "cooking suppression system". Cost of inspection, certification and any repairs or modifications that may be required shall be at the expense of the Lessee.
12. The Lessee shall be responsible to immediately repair any damage to the property or fixtures belonging to the City. The maintenance and upkeep of the facility, including any plumbing and/or general maintenance problems, shall be the responsibility of the Lessee and at his/her expense.
13. The Lessee must maintain the concession stand and equipment in a clean and tidy manner. This includes the area in the immediate vicinity of the concession stand. During the course of operation of the concession stand, the Lessee must comply with all local laws and ordinances.
14. The City will provide reasonable water service to the concession stand. However the Lessee is responsible for the cost of electric service from June 1 through September 30. The Lessee must insure that the utility company, as well as the City, has an "after season" address for final billing.
15. Annual rent shall be due and payable, in the form of a check made payable to the City of Long Branch, on April 1, 2017 in the amount of 100% of that year's rent. At that time, the Lessee must also submit, along with the required Certificates of Insurance as detailed in Item # 16 below, an inventory of all personal property fixtures to be kept on the premises, and the menu for the coming season, including prices, weights and measures for the Business Administrator's review. Annual rent will be due on April 1<sup>st</sup> of subsequent years as described above.
16. The Lessee must provide proof of General Liability Insurance coverage in the amount of \$ 1,000,000.00 (one million dollars), and Property Liability Insurance coverage in the amount of \$ 100,000.00 (one hundred thousand dollars), with the City of Long Branch

named as additional insured on each policy. The Lessee must also provide proof of Worker's Compensation coverage in the amounts required by law. The Lessee must also arrange for the City to be notified directly by the insurance company in the case of cancellation or change in the insurance coverage during the term of the lease. Proof of said insurance shall be submitted to the Business Administrator along with the initial payment of rent no later than April 1 of each year.

17. The Lessee shall not, during the term of the lease, install or erect any sign or other advertising matter on the bathing beach, nor permit posters or other display cards to be placed on the exterior of the said premise, or on the boardwalk in front thereof, without the prior written consent of the Business Administrator.
18. The Lessee must agree to execute the lease, as prepared by the City Attorney and in accordance with the terms and conditions as are contained in the basic form of the lease now on file with the Business Administrator, within five (5) days after notice by the City that the lease is ready for execution.
19. The successful bidder may not assign or sublet this lease without express written permission obtained in advance from the Business Administrator.
20. The City of Long Branch shall not be liable for any damage or loss of operation caused by wind, rain, ocean or condition thereof, nor any Act of God, nor from any civil disturbance or riot or damage from fire.
21. The lessee shall sell no glass bottles or containers.
22. Vendors must provide (5) five years documented proof of experience.
23. Healthy menu choices must be made available to the public.

OFFERED: Sirvanian  
 SECOND: Billings  
 AYES: 5  
 NAYES: 0  
 ABSENT: 0  
 ABSTAIN: 0

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, KIMMY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
 LONG BRANCH, DO HEREBY CERTIFY THE FOLLOWING  
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
 REGULAR MEETING HELD ON 5-28-17  
 IN WITNESS WHEREOF, I HAVE HEREON SET  
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
 CITY OF LONG BRANCH, N.J. SOUTH COAST, N.J.  
Kimmy L. Schmidt 1st Day of June 2017  
Kimmy L. Schmidt

R# 59-17

**RESOLUTION ESTABLISHING TERMS AND CONDITIONS  
FOR LEASING OF THE CONCESSION STANDS AT COTTAGE PLACE AND  
BATH AVENUE CITY OF LONG BRANCH, COUNTY OF MONMOUTH,  
STATE OF NEW JERSEY**

WHEREAS, the City of Long Branch has determined that it is in the best interest of the City and the general public to lease the building at the City operated public bathing beach known as Cottage Place and Bath Avenue, and the Boardwalk, Long Branch, New Jersey, for use as a concession stands; and

WHEREAS, in accordance with N.J.S.A. 40A:12-14(a), the governing body is permitted to authorize the lease of real property in this manner.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the building at the City operated public bathing beach known as Cottage Place and Bath Avenue, and the Boardwalk, be offered for lease by the City in accordance with the terms and conditions set forth in this resolution.

**SECTION 1: RECEIPT OF BIDS**

1. The Business Administrator, representing the City Council will receive sealed bids for the above mentioned lease on Wednesday, March 22, 2017, at 11:30AM prevailing time, in the Council Chambers, 2<sup>nd</sup> Floor, Municipal Building, 344 Broadway, Long Branch, New Jersey 07740.
2. The bid of the highest bidder will be conditionally accepted contingent upon formal action of the City Council at the next regularly scheduled Council Meeting after the date of receipt of bids.
3. A copy of the resolution setting forth the terms and conditions of the lease, and bid documents that must be completed by the successful bidder, are on file in the Purchasing Office, Municipal Building, 344 Broadway, Long Branch, New Jersey 07740 and may be picked up, or upon request, mailed to prospective bidders.
4. The term of the lease shall be for a three year period, and shall run from April 1st through September 30<sup>th</sup> of each year for 2017, 2018 and 2019. However the City reserves the right to cancel this lease at the end of any beach season if necessitated by an impending boardwalk improvement project or redevelopment of the area requiring vacation and/or demolition of the premises. In the event that the City intends to exercise this right, it will provide written notification to the lessee at least 60 days prior to the start of the next beach season of its intent to do so.



5. The minimum bid for said lease shall be \$ 10,500.00 (ten thousand five hundred dollars) Per season. Bidding will be in increments of at least \$100.00 (one hundred dollars)
6. Prospective bidders are advised to apply for and obtain a Business Registration Certificate prior to the bid date. Information on Business Registration and a sample certificate are included in the bid package.
7. The City Council reserves the right to reject any bid that does not meet or exceed the specified minimum, to reject the bid of any bidder who does not comply with the terms and conditions of the lease as specified herein. If the bid of the high bidder is not accepted, the City reserves the right to reject all bids.
8. The successful bidder must provide Bid Security; in the form of cash or certified check, in the amount of 10% of the total bid, except that the security not exceed \$ 20,000.00 in accordance with N.J.S.A. 40A:11 Said bid security must be posted with the City Clerk within 24 (twenty four) hours of the date and time of the bid opening. Failure to provide the Bid Security as specified will result in rejection of the bid. The bid security will be held by the City until the successful bidder has executed the lease documents, and provided the required insurance certificates and paid the first installment of the annual rent.
9. In the event that the successful bidder does not execute the lease documents and/or provide the insurance certificates and/or pay the rent payment as specified above, the City may take action to rescind the award of this bid, in which case the bidder's security will be forfeited to defray the cost of re-advertising for bids for the lease.
10. All prospective bidders will be required to inspect the premises prior to bidding on this lease. Call the City's Purchasing Office at 732-571-5656 during regular business hours to arrange for an appointment with the City's Building Supervisor.
11. The Exhaust Hood, Fire Suppression System, and all equipment that may be on the premises are the property of the City, and will be removed prior to the start of the new lease if requested by vendor, except the Exhaust Hood, Fire Suppression System. The City owned Exhaust Hood Fire Suppression System, and said equipment is made available, at no charge, for use by the Lessee, if so desired. The equipment is provided in "as is" condition and the City offers no warranty or guarantee for the equipment or its operation. The City will not be responsible for any repairs that may, at any time be necessary; nor will the equipment be replaced by the City in the event it is, or at any time becomes, obsolete, inoperable or un-repairable.

## **SECTION 2 – CONDITIONS OF LEASE**

1. For the purpose of definition, the terms "bidder" and "lessee: shall be considered synonymous.
2. The term of the lease shall be for three years and shall run from April 1<sup>st</sup> through September 30<sup>th</sup> of each year during 2017, 2018 and 2019, except for the reservation as detailed in Section 1, Paragraph 4 above.
3. These buildings are to be leased with the restriction that it may only be used to operate a concession stands, from which the lessee may vend any/all items normally classified as refreshments, sundries and bathing supplies.
4. The Lessee may place adjacent to the concession stands tables and chairs for use by patrons. Size and number of tables and chairs, and their placement are subject to the approval of the Director of Building and Development, and in no case shall impede the flow of foot traffic along the boardwalk.
5. A complete menu and price list of all items to be sold, including weights and measures of all food and beverages and must include healthy items , must be submitted to the City at the time of signing of the lease. The Lessee will not be permitted to sell or display any items which the City considers to be in poor taste or objectionable to the public.
6. During the term of the lease, the Lessee shall, at a minimum, operate the concession stands to coincide with the operation of the beach, which is open from 9AM to 5PM seven days per week, inclement weather excepted. Should the Lessee choose to operate the concession stands before or after beach hours during the beach season, or to operate the stands prior to the start of the beach season or after the Labor Day closing, Lessee shall seek prior permission of the City Administrator. As a condition of approval, a schedule and agreement must be negotiated with the City that would provide Comfort Station facilities during the concession stand's operating hours beyond regular hours.
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8. If the Lessee fails to complete any repairs required by State and Local Health and Fire Codes by May 15, 2017, the City shall have the right to void the lease and re-bid, with no credit to the defaulting bidder for any work which has been completed on the

concession stands. The City may also keep as liquidated damages a portion of the lease payment and/or the bid security.

9. When the term of this lease expires, all repairs and/or renovations made to the concession stands by the lessee will revert to ownership of the City of Long Branch.
10. The concession stands and equipment must be inspected by officials from the City's Health and Fire Code Departments prior to opening each year for the term of the lease. Additionally, the Lessee must, each year, apply for, at his expense, a Mercantile Permit, and any other permits which may be required to operate the concession stands.
11. The Lessee will be responsible for providing to the City Fire Official a certification from the company with whom he/she contracts for maintenance of the "cooking suppression system". Cost of inspection, certification and any repairs or modifications that may be required shall be at the expense of the Lessee.
12. The Lessee shall be responsible to immediately repair any damage to the property or fixtures belonging to the City. The maintenance and upkeep of the facility, including any plumbing and/or general maintenance problems, shall be the responsibility of the Lessee and at his/her expense.
13. The Lessee must maintain the concession stands and equipment in a clean and tidy manner. This includes the area in the immediate vicinity of the concession stands. During the course of operation of the concession stands, the Lessee must comply with all local laws and ordinances.
14. The City will provide reasonable water service to the concession stands. However the Lessee is responsible for the cost of electric service from June 1 through September 30. The Lessee must insure that the utility company, as well as the City, has an "after season" address for final billing.
15. Annual rent shall be due and payable, in the form of a check made payable to the City of Long Branch, on April 1, 2017 in the amount of 100% of that year's rent. At that time, the Lessee must also submit, along with the required Certificates of Insurance as detailed in Item # 16 below, an inventory of all personal property fixtures to be kept on the premises, and the menu for the coming season, including prices, weights and measures for the Business Administrator's review. Annual rent will be due on April 1<sup>st</sup> of subsequent years as described above.
16. The Lessee must provide proof of General Liability Insurance coverage in the amount of \$ 1,000,000.00 (one million dollars), and Property Liability Insurance coverage in the amount of \$ 100,000.00 (one hundred thousand dollars), with the City of Long Branch

named as additional insured on each policy. The Lessee must also provide proof of Worker's Compensation coverage in the amounts required by law. The Lessee must also arrange for the City to be notified directly by the insurance company in the case of cancellation or change in the insurance coverage during the term of the lease. Proof of said insurance shall be submitted to the Business Administrator along with the initial payment of rent no later than April 1 of each year.

17. The Lessee shall not, during the term of the lease, install or erect any sign or other advertising matter on the bathing beach, nor permit posters or other display cards to be placed on the exterior of the said premise, or on the boardwalk in front thereof, without the prior written consent of the Business Administrator.
18. The Lessee must agree to execute the lease, as prepared by the City Attorney and in accordance with the terms and conditions as are contained in the basic form of the lease now on file with the Business Administrator, within five (5) days after notice by the City that the lease is ready for execution.
19. The successful bidder may not assign or sublet this lease without express written permission obtained in advance from the Business Administrator.
20. The City of Long Branch shall not be liable for any damage or loss of operation caused by wind, rain, ocean or condition thereof, nor any Act of God, nor from any civil disturbance or riot or damage from fire.
21. The lessee shall sell no glass bottles or containers.
22. Vendors must provide (5) five years documented proof of experience.
23. Healthy menu choices must be made available to the public.

OFFERED: Sirianne  
SECOND: Billings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHWELB, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-28-17  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 15th DAY OF MARCH 2017  
Kathy L. Schwelb  
Municipal Clerk, City of Long Branch, New Jersey

no 60-17

**RESOLUTION AUTHORIZING CONTRACTS THROUGH NATIONAL  
JOINT POWERS ALLIANCE A NATIONAL COOPERATIVE  
PURCHASING PROGRAM**

**WHEREAS**, in accordance with N.J.A.C. 5:34-6.2(b) (3), the City may award a contract without public advertising for bids when purchasing under a National Cooperative Agreement; and

**WHEREAS**, the City of Long Branch has the need to purchase goods or services for use in the day to day operation of its various departments and the Purchasing Agent, after consultation with the various City Department Heads, has recommended that it would be advantageous to the City to secure those purchases through certain contracts issued by the National Joint Powers Alliance; and

**WHEREAS**, the National Joint Powers Alliance has awarded these contracts through a fair and open process as required by N.J.S.A. 19:44-20.4 et seq; and

**WHEREAS**, in accordance with New Jersey Local Pay to Play Law, New Jersey Cooperative Purchasing System contracts meet the "Fair and Open" process requirements.

**WHEREAS**, certification of funds for these contracts will be provided based upon issuance of purchase orders issued prior to each purchase, and subject to availability of funds, and pursuant to N.J.A.C. 5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase certain goods or services from the National Joint Powers Alliance System pursuant to all the conditions of the individual National Joint Powers Alliance bid specifications and contract; and

**BE IT FURTHER RESOLVED** that the duration of the contracts between the City of Long Branch and the National Joint Powers Alliance Cooperative Program shall be from date of adoption of this resolution through December 31, 2017, or the date of expiration of the county contract, whichever is sooner.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

OFFERED: Simanni  
 SECOND: Billings  
 AYES: 5  
 NAYES: 0  
 ABSENT: 0  
 ABSTAIN: 0

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, EMILY L. SCHUELE, MUNICIPAL CLERK OF THE CITY OF  
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
 REGULAR MEETING HELD ON 2-28-17  
 IN WITNESS WHEREOF, I HAVE HERETO SET  
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
 JERSEY THIS 1st DAY OF MARCH 2017  
Emily L. Schuele  
 MUNICIPAL CLERK, R.E. 15

no 61-17

**RESOLUTION TO REFUND  
OVERPAYMENT OF  
2017 TAXES**

**BE IT RESOLVED**, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2017 taxes and,

**NOW THEREFORE BE IT RESOLVED** that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2017 taxes in the amount of \$7,536.81.

BLOCK	LOT	OWNER	AMOUNT
138	15	Robert & Beth Brown 11 Riverside Drive #8EE New York, NY 10023	1,885.09
138	16	Beth Brown 11 Riverside Drive #8EE New York, NY 10023	1,212.60
178	5	Gabriel Diaz 418 Exchange Place Long Branch, NJ 07740	2,072.54
485	1.138	Paradigm Title Group Account of: Lucia & Nick Delopoulos 2 Jocama Blvd, Suite A Old Bridge, NJ 08857	2,366.58

OFFERED: Simanni  
 SECOND: Billings  
 AYES: 5  
 NAYES: 0  
 ABSENT: 0  
 ABSTAIN: 0

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
 LONG BRANCH, DO HEREBY CERTIFY THE FOLLOWING  
 TO BE A TRUE, CORRECT AND COMPLETE COPY OF  
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
 REGULAR MEETING HELD ON 2-28-17  
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
 JERSEY THIS 19 DAY OF MARCH 20 17  
Kathy L. Schmidt



R# 62-17

**RESOLUTION AUTHORIZING NON-FAIR OPEN CONTRACT FOR  
ATTORNEY COUNSEL SERVICES NICOLSON LAW GROUP**

WHEREAS, at the recommendation of the City's Business Administrator there is a need to sign a contract with **NICOLSON LAW GROUP** for the purpose of Attorney Counsel Services for the City of Long Branch; and

WHEREAS, the City has chosen to use the traditional method of contracting rather than publicly advertising for sealed proposals for this contract and, therefore pursuant to N.J.S.A. 19:44A-20.4 et seq., the following documents have been submitted and annexed hereto with regard to the contract at issue.

1. The Purchasing Agent has determined and certified, in accordance with the Certification of Value Form annexed hereto, that the value of this contract Exceeds \$ 17,500.00
2. **NICOLSON LAW GROUP**, in accordance with PL2004, has completed and submitted the Business Entity Disclosure Certification, annexed hereto, certifying that it has not made and will not make, any reportable contributions that would bar the award of this contract.
3. **NICOLSON LAW GROUP** has completed, and submitted to the City on October 11, 2016, the C. 271 Political Contribution Disclosure Form, annexed hereto.
4. In executing the contract documents, **NICOLSON LAW GROUP** has certified that it complies with the City's Ordinance # 18-05 and has not given any political contributions that would bar the award of the contract.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with the **NICOLSON LAW GROUP** to provide Attorney Counsel Services for the term of February 29, 2017 through December 31, 2017 for an amount not to exceed **\$225.00 an hour**.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said agreement.

BE IT FURTHER RESOLVED, that notice of award of this contract shall be advertised as required by law.

MOVED: Siranni  
SECOND: Bullings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, MARK D. SCHELLER, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOLLOWING  
TO BE A TRUE, CORRECT AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-28-17  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND SEALLED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY, THIS 1st DAY OF MARCH 2017  
Mark D. Scheller

R# 63-17

## **RESOLUTION AUTHORIZING CONTRACTS THROUGH MONMOUTH COUNTY COOPERATIVE PURCHASING PROGRAM**

**WHEREAS**, in accordance with N.J.A.C. 5:34-7.21, the City may award a contract without public advertising for bids when purchasing under any contract entered into by the County of Monmouth under its Monmouth County Cooperative Purchasing Program ; and

**WHEREAS**, the City of Long Branch has the need to purchase goods or services for use in the day to day operation of its various departments and the Purchasing Agent, after consultation with the various City Department Heads, has recommended that it would be advantageous to the City to secure those purchases through certain contracts issued by the County of Monmouth; and

**WHEREAS**, the County of Monmouth has awarded these contracts through a fair and open process as required by N.J.S.A. 19:44-20.4 et seq; and

**WHEREAS**, in accordance with New Jersey Local Pay to Play Law, New Jersey Cooperative Purchasing System contracts meet the "Fair and Open" process requirements.

**WHEREAS**, certification of funds for these contracts will be provided based upon issuance of purchase orders issued prior to each purchase, and subject to availability of funds, and pursuant to N.J.A.C.5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase certain goods or services from the Monmouth County Cooperative Purchasing System pursuant to all the conditions of the Individual Monmouth County bid specifications and contract; and

**BE IT FURTHER RESOLVED** that the duration of the contracts between the City of Long Branch and the Monmouth County Cooperative Program shall be from date of adoption of this resolution through December 31, 2017, or the date of expiration of the county contract, whichever is sooner.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

OFFERED: Simaini  
SECOND: Billings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMEL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-28-17

IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 1st DAY OF MARCH 2017

Kathy L. Schmell  
MUNICIPAL CLERK, L.M.C.

R# 64-17

## **RESOLUTION AUTHORIZING CONTRACTS THROUGH CRANFORD POLICE COOPERATIVE PURCHASING PROGRAM**

**WHEREAS**, in accordance with N.J.A.C. 5:34-7.21, the City may award a contract without public advertising for bids when purchasing under any contract entered into by the Township of Cranford under its Cranford Police Cooperative Purchasing Program ; and

**WHEREAS**, the City of Long Branch has the need to purchase goods or services for use in the day to day operation of its various departments and the Purchasing Agent, after consultation with the various City Department Heads, has recommended that it would be advantageous to the City to secure those purchases through certain contracts issued by the Township of Cranford; and

**WHEREAS**, the Township of Cranford has awarded these contracts through a fair and open process as required by N.J.S.A. 19:44-20.4 et seq; and

**WHEREAS**, in accordance with New Jersey Local Pay to Play Law, New Jersey Cooperative Purchasing System contracts meet the "Fair and Open" process requirements.

**WHEREAS**, certification of funds for these contracts will be provided based upon issuance of purchase orders issued prior to each purchase, and subject to availability of funds, and pursuant to N.J.A.C.5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase certain goods or services from the Cranford Police Cooperative Purchasing System pursuant to all the conditions of the Individual Township Cranford bid specifications and contract; and

**BE IT FURTHER RESOLVED**, that the duration of the contracts between the City of Long Branch and the Cranford Police Cooperative Program shall be from date of adoption of this resolution through December 31, 2017, or the date of expiration of the county contract, whichever is sooner.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

OFFERED: Sitanni  
 SECOND: Billings  
 AYES: 5  
 NAYES: 0  
 ABSENT: 0  
 ABSTAIN: 0

THAT OF THE CITY OF LONG BRANCH, NEW JERSEY, BEING  
 A TRUE, CORRECT AND CORRECT COPY OF  
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
 REGULAR MEETING HELD ON 9-28-17  
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
 JERSEY THIS 1st DAY OF OCTOBER, 2017  
David J. Thomas  
 MUNICIPAL CLERK, ETC.

# 65-17

## **RESOLUTION AUTHORIZING CONTRACTS THROUGH SOMERSET COUNTY COOPERATIVE PURCHASING PROGRAM**

**WHEREAS**, in accordance with N.J.A.C. 5:34-7.21, the City may award a contract without public advertising for bids when purchasing under any contract entered into by the County of Somerset under its Somerset County Cooperative Purchasing Program ; and

**WHEREAS**, the City of Long Branch has the need to purchase goods or services for use in the day to day operation of its various departments and the Purchasing Agent, after consultation with the various City Department Heads, has recommended that it would be advantageous to the City to secure those purchases through certain contracts issued by the County of Somerset; and

**WHEREAS**, the County of Somerset has awarded these contracts through a fair and open process as required by N.J.S.A. 19:44-20.4 et seq; and

**WHEREAS**, in accordance with New Jersey Local Pay to Play Law, New Jersey Cooperative Purchasing System contracts meet the "Fair and Open" process requirements.

**WHEREAS**, certification of funds for these contracts will be provided based upon issuance of purchase orders issued prior to each purchase, and subject to availability of funds, and pursuant to N.J.A.C. 5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase certain goods or services from the Somerset County Cooperative Purchasing System pursuant to all the conditions of the individual Somerset County bid specifications and contract; and

**BE IT FURTHER RESOLVED**, that the duration of the contracts between the City of Long Branch and the Somerset County Cooperative Program shall be from date of adoption of this resolution through December 31, 2017, or the date of expiration of the county contract, whichever is sooner.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

OFFERED: Simani  
SECOND: Billings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, PETER L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 3-28-17  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 1st DAY OF MARCH 2017  
Peter L. Schmeltz  
MUNICIPAL CLERK, E.M.C.

R# 66-17

**RESOLUTION AUTHORIZING THE AWARD AND EXECUTION OF A CONTRACT  
FOR CONSTRUCTION COST ESTIMATING FIRM TO PROVIDE PHASE 2 OCEANFRONT  
PIER AND FERRY TERMINAL MARINE PROJECT SERVICES**

**WHEREAS**, the City has been engaged in the study of the potential for the redevelopment of the Long Branch Pier and Ferry Terminal Marine Project Services; and

**WHEREAS**, the City has obtained federal grant funds from the Federal Transit Administration to be used for the project; and

**WHEREAS**, the City desires to contract for a construction cost estimating firm to provide Phase 2 Oceanfront Pier and Ferry Terminal project; and

**WHEREAS**, the City issued Request for Qualifications seeking requests for qualifications for Construction Cost Estimating to Provide Phase 2 Oceanfront Pier and Ferry Terminal Marine Project Services, received and opened the proposals on October 7, 2016 including a proposal from Ellana, Inc., Construction Consultants, 55 Madison Avenue, Suite 400, Morristown, NJ 07960; and

**WHEREAS**, because such services shall be paid for, in whole or in part, by a grant from the Federal Transit Administration, the City was required to solicit such proposals and award a contract through the third party procurement rules, regulations, and requirements to provide Phase 2 Oceanfront Pier and Ferry Terminal Marine Project Services, pursuant to applicable Federal Transit Administration rules and regulations, the October 1, 2008 Master Agreement between the Federal Transit Administration and the City, Federal Transit Administration Circular 4220.1F, and all other applicable federal requirements; and

**WHEREAS**, the request for Proposal was issued pursuant to and in compliance with the Federal Grant Requirements and the review and evaluation of the proposals submitted in response to the RFQ was conducted pursuant to and in compliance with the Federal Grant Requirements; and

**WHEREAS**, through the process mandated by the Federal Grant Requirements and applied by the City and the City's careful consideration and due diligence, Ellana Inc., Construction Consultants has been determined to be the most qualified proposer, based upon which Ellana, Inc., Construction Consultants was selected as the proposer with whom to negotiate an agreement for services; and

**WHEREAS**, Ellana, Inc., represents that it can perform the required services set forth in the Agreement for Professional Services in a timely manner and the City has determined that Ellana, Inc. is a responsible contractor, pursuant to the Federal Grant Requirements; and

**WHEREAS**, no actual cost proposal was solicited, as per the RFQ requirements. The rates provided were: Principal/Senior Cost Manager: \$165/hr.; Senior Estimators, all disciplines: \$143/hr.; Estimators, all disciplines: \$126/hr.; and

**WHEREAS**, funds are available in account #G-12-036-401 not to exceed \$72,200.00 as certified to by the Chief Financial Officer of the City of Long Branch in accordance with the Certification of Funds attached.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute the Agreement for Professional Services with Ellana Inc., Construction Consultants annexed hereto as Exhibit A and made a part hereof.

MOVED: *Siranni*  
SECONDED: *Bellings*  
AYES: *5*  
NAYES: *0*  
ABSENT: *0*  
ABSTAIN: *0*



STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, ELMER L. BLANCH, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOLLOWING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTIONS ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-28-17

IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 1st DAY OF MARCH 1917

Elmer L. Blanch  
Municipal Clerk

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

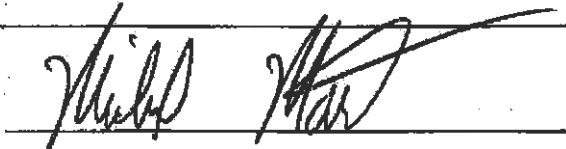
**CONTRACT FOR PIER FERRY TERMINAL ESTIMATOR**

Said contract being made as follows:

**ELLANA INC. \$72,200.00**

Said funds being available in the form of:

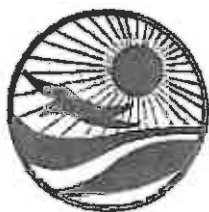
**#G-12-036-401, \$72,200.00**



Michael Martin, Chief Financial Officer

2/23/17

Date



Kevin J. Hayes, Acting Administrator, 344 Broadway, Long Branch, NJ 07740 732-222-7000 ext. 5273

---

TO: Mayor and Council

FROM: Kevin J. Hayes, Sr.  
Acting Administrator

RE: Letter of Recommendation for Pier Cost Estimator

DATE: February 23, 2017

After examining the proposal submitted for a Cost Estimator for the Pier Project, it is the recommendation of the Committee and the Administration that the contract be awarded to Ellana, Inc. for an amount not to exceed \$72,200.00.

This recommendation is based upon the reputation of the firm, the experience of the individuals as it relates to the particular expertise required to perform this work and the experience with and specific knowledge of the City of Long Branch as it relates to his work

A handwritten signature in black ink, appearing to read "Kevin J. Hayes, Sr.", is written over a horizontal line.

Kevin J. Hayes, Sr.  
Acting Business Administrator

**AGREEMENT BETWEEN**  
**CITY OF LONG BRANCH**  
**AND**  
**ELLANA, INC.**  
**FOR**  
**CONSTRUCTION COST ESTIMATING SERVICES**

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This AGREEMENT is made and entered into this 28th day of February, 2017, by and between the City of Long Branch, a municipal corporation of the State of New Jersey, with offices located at 344 Broadway, Long Branch, NJ 07440 (hereinafter called "CITY" or "Client") and ELLANA, Inc., a New Jersey corporation, having a place of business located at 32 Broadway, 8<sup>th</sup> Floor, New York, NY 10004 (hereinafter called "ELLANA" or "Consultant").

WHEREAS, CITY desires to contract professional services for construction cost estimating ("CCE") services related to the planning and engineering ("P&E") design work being conducted by Thompson Design Group ("TDG") and its sub-consultants (collectively referred to herein as the "Lead Design Team") in connection with the Long Branch Pier and Ferry Terminal Project (the "Project"), with services to include review and analysis of the Lead Design Team designs/drawings, studies, documents, and programmed (the "Work" or "Scope of Services"); and

WHEREAS, ELLANA has been selected based upon and in consideration of its qualifications, pursuant to applicable Federal Transit Administration ("FTA") third party procurement rules, regulations, and requirements for P&E services, the ~~October 1, 2008~~ Master Agreement between the FTA and CITY as a recipient of FTA grants, FTA Circular 4220.1F, ~~as amended April 14, 2009~~, and all other applicable federal requirements (collectively referred to herein as the "Federal Grant Requirements"); and

WHEREAS, ELLANA represents that it can perform the required services set forth herein in response to the Request for Qualification issued by CITY due October 6, 2016 (the "Proposal"), in a timely manner and CITY has determined that ELLANA is a responsible contractor, pursuant to the Federal Grant Requirements.

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

## **I. AGREEMENT TO SERVE**

CITY hereby retains ELLANA to perform the services hereinafter described, on the terms and conditions specified herein, and ELLANA agrees to so serve. ELLANA agrees to provide, to the reasonable satisfaction of CITY, CCE services necessary and required for the Project, as set forth in this Contract.

## **II. PROGRAM / PROJECT DESCRIPTION:**

A. The Scope of Work and the Applicable Fees described herein are based upon the anticipated program as described in the Request for Qualifications issued by CITY due October 7, 2016.

B. The Project Site is generally known as City of Long Branch, County of Monmouth, State of New Jersey, Block 298, Lots 1.01 & 1.02.

C. **Subcontractors** It is anticipated that ELLANA shall provide all services required under this Contract without any Subcontractors.

### **III. ELLANA'S RESPONSIBILITIES**

A. **Scope of Services.** ELLANA shall provide, or cause to be provided, in a quality and manner reflective of the customary level of professional standards of its profession, the services set forth herein and as indicated in Exhibit A. Consultant will deliver to Client as the product of its Services under this Agreement the cost estimate(s), preliminary schedule(s) and/or other work product deliverables relating to the various parameters of the Project as agreed by the Parties and specified in Exhibit A (each a "Deliverable").

B. **ELLANA'S Warranty to CITY**

1. **Standard of Care.** ELLANA will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of ELLANA'S profession practicing in the same or similar locality at the time of service.

2. ELLANA warrants that it will perform the Services in a professional and workmanlike manner and that the anticipated cost, schedule and other Project parameters that are the subject of the Deliverables will reflect ELLANA'S reasonable professional judgment. ELLANA may rely upon information supplied to it by CITY without independent verification.

3. The only warranties made by ELLANA in connection with the Services and Deliverables are those set forth in this Section. Those warranties are exclusive and in lieu of all other warranties, whether statutory, express or implied, including warranties of fitness for particular purpose and those arising from course of dealing and usage of trade. CITY'S sole and exclusive remedy for warranty nonconformities or other defects in the Services or Deliverables shall be for ELLANA to revise and resubmit the Deliverable at no additional charge as provided in Paragraph 2 above. This limited remedy shall apply notwithstanding any failure of essential purpose. This Section shall not be read to limit CITY'S remedies provided for in Sections VI through XII or otherwise provided herein.

C. ELLANA shall comply with all Required Federal Clauses, set forth in Section XIII hereto.

D. ELLANA represents that, as of the date of Execution of this Contract, it remains in full compliance with and/or represents that the continuing accuracy of the information provided in the Non-Collusion Affidavit, the Stockholder Disclosure Certification, the Affirmative Action Questionnaire, compliance with the City of Long Branch Pay to Play Ordinance, compliance with the Americans with Disabilities Act, and compliance with the New Jersey Business Registration Requirement, all of which documents were submitted with ELLANA'S Proposal.

### **IV. SCHEDULE FOR PROVIDING SERVICES**

A. ELLANA shall begin providing Services as of the Effective Date of this Contract.

B. ELLANA will complete the various tasks under the Scope of Services pursuant to the schedule as set forth in Exhibit A attached hereto.

C. If, through no fault of ELLANA and through circumstances beyond ELLANA's ability to control, such periods of time or dates are changed, or the orderly and continuous progress of ELLANA's

services is impaired, or ELLANA's services are delayed or suspended by circumstances beyond ELLANA's ability to control, then the time for completion of ELLANA's services shall be adjusted for an amount of time equal to the length of time of such delay.

D. If CITY authorizes changes in the scope, extent, or character of the Project that exceed the scope, extent or character of the Scope of Services as defined in Exhibit A, then such services shall be considered Additional Services and the time for completion of such Additional Services, and the rates and amounts of ELLANA's compensation to be consistent with its representations in connection with the Contract and subject to approval by CITY, pursuant to and applicable Federal Grant Requirements.

E. CITY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay ELLANA's performance of its Services.

## **V. INVOICES AND PAYMENTS**

This Contract is a Not-to-Exceed Budget Contract. The maximum amount of \$72,200.00 is to be charged by ELLANA for services to be provided and reimbursable expenses incurred hereunder. Payment shall be due for such services as set forth in separate, multiple work orders negotiated as needed to undertake services in conjunction with the needs of the Lead Design Team as listed in Exhibit A. ELLANA billing rates will be: Principal- \$165/hour; Cost Estimators- \$129-\$143/hour. Related ELLANA expenses will be paid by the CITY at actual costs incurred and without any mark-up.

CITY agrees to pay ELLANA each invoice upon CITY's approval of the Work comprising that portion of the Work upon which invoice is based. CITY shall exercise due diligence in confirming its approval and rendering an invoice payment, or providing reasons for its disapproval, for any such Work or Deliverable for which an invoice payment shall be due upon receipt. CITY receipt of Deliverables upon which any invoice payment shall be made will be presumed five business days after mailing by ELLANA, first class, with adequate postage attached.

## **VI. DESIGN WITHIN CONSTRUCTION COST ESTIMATES.**

A. It is understood and acknowledged by ELLANA that CITY is working within a limited range of funding and financing opportunities for a Project of this scale and that the Project must be designed within a reasonable range of estimated costs in order to be feasible and ultimately buildable. ELLANA shall, therefore, use its best faith efforts in providing cost estimate Services required under this Contract so as to permit the award for the construction of the Project at a price that is reasonably within the range of the estimated construction contract price as set forth in paragraph B below.

B. For purposes of this Contract and the rights and obligations set forth herein, the estimated Construction Cost shall be based upon ELLANA's multiple deliverables, as set forth in Exhibit A, in which ELLANA will provide an opinion as to the Construction Cost of the Project as designed at that time. This estimate shall be subject to change as the design work progresses.

## **VII. CITY'S OWNERSHIP AND USE OF DELIVERABLES.**

A. ELLANA will furnish CITY the agreed upon number of written reports and supporting documents. Except as otherwise noted, ELLANA will provide three (3) printed copies and an Adobe PDF electronic copy of each deliverable. These instruments of service are furnished for CITY's exclusive use and reliance, use of CITY's counsel and for regulatory submittal, third-party



procurements, marketing, economic development, and applying for funding in connection with the Project provided for in this Contract.

B. ELLANA grants to CITY a transferable, irrevocable and perpetual royalty-free license to retain, copy and use the Deliverables in connection with the Project in exchange for CITY'S payments to ELLANA as required under the Agreement. CITY may use the Deliverables for other purposes with ELLANA's written consent. CITY agrees that it shall not at any time for any purpose disclose the Deliverables to any of ELLANA's competitors.

C. CITY further agrees that documents produced by ELLANA pursuant to this Contract will not be used for any project not expressly provided for in this Contract without ELLANA'S prior written approval.

D. CITY shall furnish documents or information reasonably within CITY's control and deemed necessary by ELLANA for proper performance of ELLANA's services. ELLANA may rely upon "CITY provided" documents in performing the services required under this Contract; however, ELLANA assumes no responsibility or liability for their accuracy. Such "CITY provided" documents will remain the property of CITY, but ELLANA may retain one confidential file copy as needed to support our report.

E. ELLANA shall not use its documents, drawings, plans, Deliverables, etc., created or generated pursuant to this Contract in connection with any other competing project outside of the City of Long Branch.

F. Confidentiality

1. ELLANA shall not disclose CITY'S Confidential Information to any third party. CITY shall not disclose ELLANA's Confidential Information to any third party other than CITY's prospective Project lenders and legal counsel. "Confidential Information" means a party's confidential and proprietary business information disclosed to the other party in connection with this Contract that is marked "confidential" or "proprietary" at the time of disclosure, but does not include information that: (i) is generally available to the public at the time of disclosure by a party or becomes generally available to the public other than as a result of the receiving party's violation of this Section; (ii) was in the receiving party's possession prior to its disclosure hereunder by the other party; (iii) is received by a party at any time from a third party without any confidentiality or other restrictions with respect to its use thereof; or (iv) is independently developed by the receiving party. The non-disclosure obligations under this Section shall expire two (2) years from the date of a party's first disclosure of Confidential Information to the other party and shall not apply to restrict a party from disclosing the other party's Confidential Information if the party is compelled to do so by law or legal process.

2. Each party acknowledges that its disclosure of the other party's Confidential Information in violation of Section will cause irreparable damage and injury to the party and that the extent and amount of such damage and injury may be impossible to ascertain. Accordingly, each party agrees that the other party shall be entitled to seek and obtain injunctive relief on short notice from any court of competent jurisdiction to immediately restrain and thereafter

permanently enjoin the other party from any threatened or actual disclosure of Confidential Information in violation of Section.

3. CITY agrees that its disclosure of a Deliverable identified as Confidential Information to a competitor of ELLANA in violation of this Section shall be treated as a breach of CITY's non-disclosure obligation under this Section for which ELLANA shall be entitled to obtain injunctive relief under Section. Disclosure of Deliverables not containing Confidential Information to a competitor of ELLANA who may be awarded a Contract for subsequent phases of the Project shall not be a breach of any obligation under this Section.

G. To the extent that any provision of this Section VII conflicts with the provisions of Section XIII (C) herein, the provisions of Section XIII (C) will prevail.

## **VIII. INSURANCE.**

A. From the date ELLANA is notified to commence the Work and throughout the term of this Contract, ELLANA shall effect and maintain the types of insurance set forth below with limits commensurate with their scope of services.

B. ELLANA will effect and maintain insurance to protect itself from claims arising out of the performance of professional services under this Contract and caused by any error, omission or negligent act for which it is legally liable. ELLANA will maintain this insurance in force, if available, after the completion of professional services under this Contract until the expiration of any applicable statutes of limitation. In the event there is no such statute specifically applicable to CCE services, this insurance, if available, shall be maintained in force for a period of six (6) years after the date of Substantial Completion of the Project as agreed to herein.

D. Unless otherwise agreed, ELLANA will effect and maintain insurance to protect itself from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

E. The insurance required above shall be as provided below. ELLANA will file certificates of insurance for each type and amount upon request:

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.

Comprehensive General Liability - \$1,000,000 per occurrence, \$1,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella.

Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000.

## **IX. TERMINATION.**

A. Termination By CITY for Convenience or Default: CITY may terminate this Contract upon five (5) days written notice for CITY's convenience or because of the failure of ELLANA to fulfill the Contract obligations. CITY shall terminate by delivering to ELLANA a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, ELLANA shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) upon payment of all outstanding obligations owed to ELLANA for Services performed up to date of termination, deliver to CITY all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Suspension of Services. CITY may suspend performance of all or any part of the Services and thereafter request ELLANA to resume performance of suspended Services, in each case by giving ELLANA five (5) days prior written notice specifying the date for the suspension or resumption of Services.

C. Termination By ELLANA:: ELLANA may, upon thirty (30) days written notice to CITY, terminate this Contract should CITY fail to provide information requested by ELLANA necessary and material for ELLANA to perform the Work hereunder in a timely manner, which failure results in a delay in ELLANA's services and/or ability to perform the tasks comprising the Work. Additionally, ELLANA may terminate this Contract, upon thirty (30) days written notice, should CITY fail to provide compensation in accordance with Section V. If CITY has not requested ELLANA to resume performance of suspended Services within thirty (30) days of the suspension date, ELLANA may thereafter terminate this Contract on written notice to CITY and such termination will be treated as a termination for CITY'S convenience under Section IX (A) above.

D. If the termination is for the convenience of CITY, CITY shall make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of ELLANA to fulfill the Contract obligations, CITY may complete the Work by contract or otherwise and ELLANA shall be liable for any additional cost incurred by CITY, which additional costs shall not exceed the full amount of the remainder of the Not-to-Exceed Budget Contract not paid to ELLANA.

E. If, after termination for failure to fulfill Contract obligations, it is determined that ELLANA was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of CITY.

F. This Contract will terminate automatically upon the insolvency of CITY or ELLANA.

F. If the Project is suspended for more than thirty (30) consecutive days, pursuant to Section IX (B) above, or for other reasons beyond ELLANA's ability to control, ELLANA shall be compensated for services performed prior to such suspension. When the Project is resumed, ELLANA's compensation shall be equitably adjusted.

G. If CITY abandons the Project for more than ninety (90) consecutive days, ELLANA may terminate this Contract by giving written notice. If ELLANA has performed additional services toward but has not completed a task for which it would be entitled to An invoice payment at the time of the

abandonment of the Project, ELLANA shall be compensated for all Services performed between the prior work order and such abandonment, subject to the Not-to-Exceed Contract Budget.

## **X. CLAIMS and DISPUTES.**

A. CITY and ELLANA shall endeavor in good faith to resolve through negotiations all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Contract before taking legal action for judicial relief. If the parties cannot mutually resolve such claims or disputes, the Parties will agree to resolve the dispute through mediation, unless either party determines in good-faith that the issues are sufficiently legal in nature or too complex for resolution through mediation and judicial review is appropriate. If the Parties are unable to resolve such dispute by mediation, the Parties may, but are not obligated to, agree in writing to settle the dispute through binding arbitration as provided in this Section.

B. Notwithstanding the above or the foregoing, nothing herein shall preclude either party from seeking judicial relief by way of injunction if such party determines, in good faith, that it may suffer irreparable harm absent judicial intervention. Additionally, notwithstanding any claim, dispute or other matter in question arising out of or related to this Contract that the Parties agree shall be subject to mediation or arbitration as set forth herein, if such matter relates to or is the subject of a lien arising out of ELLANA's Services, ELLANA may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or arbitration.

C. New Jersey law shall govern the mediation and arbitration of all disputes without reference to its conflict of laws principles. Any mediation or arbitration shall be conducted in the State of New Jersey. Mediations and arbitrations will be conducted in accordance with the then current Construction Industry Mediation Procedures promulgated by the American Arbitration Association ("AAA"). Notwithstanding the foregoing, any court of competent jurisdiction shall have jurisdiction over injunctive relief pending the negotiation, mediation or arbitration of a dispute.

D. A request for mediation shall be made in writing, delivered to the other party to the Contract. The request may be made concurrently with the filing of a complaint or request for arbitration but, in such event, mediation shall proceed in advance of arbitration proceedings, which shall be stayed pending mediation for a period of 45 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule.

E. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

F. If the Parties do not resolve a dispute through mediation within 14 calendar days of the commencement of the actual mediation pursuant to this provision, the Parties may mutually agree to proceed to binding dispute resolution through arbitration, or seek such other judicial relief as such party may deem appropriate.

G. Arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules then in effect. A request for arbitration shall be made

in writing, delivered to the other party to this Contract, to which request the other party shall respond within seven (7) days.

H. A request for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written request for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

I. Any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable New Jersey law in any court having jurisdiction thereof.

J. Either party, at its sole discretion, may consolidate an arbitration conducted under this Contract with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

K. Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

L. CITY and ELLANA grant to any person or entity made a party to an arbitration conducted under this provision, whether by joinder or consolidation, the same rights of joinder and consolidation as CITY and ELLANA under this Contract.

## **XI. LIMIT OF LIABILITY.**

A. In the event CITY consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents which were not reviewed by ELLANA and ELLANA was not provided the opportunity to revise its estimated construction cost based upon such changes, any changes to the actual construction cost of the Project resulting from such changes are not the responsibility of ELLANA. Therefore, CITY agrees to release ELLANA from any liability or damages based upon CITY's reliance upon ELLANA's opinion as to estimated construction costs of the Project when the difference between ELLANA's estimated construction costs and actual construction costs were the result of such changes not reviewed by ELLANA. In addition, CITY agrees, to the fullest extent permitted by law, to indemnify and hold ELLANA and all its employees, offices, and directors harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of ELLANA or its employees, officers or directors.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or ELLANA. ELLANA's Services under this Contract are being performed solely for the CITY's benefit, and no other entity shall have any claim against ELLANA because of this Contract or the performance or nonperformance of Services hereunder.

CITY agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this Paragraph.

C. Except as otherwise set forth herein, neither party shall be liable under or in connection with this Contract for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue, loss of actual or anticipated profit, loss by reason of delay, or increased cost of capital, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or otherwise, and each party hereby releases the other from any such liability. Nothing in this Section XI (C) shall limit CITY's payment obligations under the Contract.

D. CITY agrees to limit ELLANA's liability to CITY due to ELLANA's negligent acts, errors, or omissions, such that the total aggregate liability of ELLANA to CITY, including legal fees and costs, shall not exceed \$5,000,000.00.

## **XII. INDEMNIFICATION.**

A. Indemnification by ELLANA. To the fullest extent permitted by law, ELLANA shall indemnify and hold harmless CITY and CITY's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs), bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom arising out of or relating to the Project, but only to the extent caused by any negligent act or omission of ELLANA or ELLANA's officers, directors, partners, agents, employees, representatives, consultants or others retained by or under contract with ELLANA with respect to this Contract or to the Project.

B. Indemnification by CITY. To the fullest extent permitted by law, CITY shall indemnify and hold harmless ELLANA and ELLANA's officers, directors, partners, agents, employees, and consultants from and against any and all claims, losses, and damages, (including not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs), bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, arising out of or relating to the Project, but only to the extent caused by any negligent act or omission of CITY or CITY's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to CITY with respect to this Contract or to the Project.

C. Payments to ELLANA shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by CITY of offsetting reimbursement or credit from other parties causing Additional Services or expenses. Except as set forth in Section VI and Exhibit A herein, no withholdings, deductions or offsets shall be made from ELLANA's compensation for any reason unless ELLANA has been found to be legally liable for such amounts.

D. ELLANA's Services in connection with the Project shall not subject ELLANA's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CITY agrees that as CITY's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ELLANA, a \_\_\_\_\_ corporation, and not against any of ELLANA's employees, officers or

directors, except to the extent that such employees' officers' or directors' conduct is criminal, grossly negligent, or outside the scope of his or her duties to ELLANA or the Services contemplated hereunder.

### **XIII. REQUIRED FEDERAL CLAUSES**

The parties acknowledge and understand that the Work to be performed hereunder shall be funded through a FTA grant and, as such, is subject to the following provisions.

**A. No Obligation by the Federal Government.**

1. CITY and ELLANA acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to CITY, ELLANA, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

2. ELLANA agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

**B. Program Fraud and False or Fraudulent Statements or Related Acts.**

1. ELLANA acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Contract, ELLANA certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted Project for which this Contract Work is being performed. In addition to other penalties that may be applicable, ELLANA further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on ELLANA to the extent the Federal Government deems appropriate.

2. ELLANA also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on ELLANA, to the extent the Federal Government deems appropriate.

**C. Access to Records.**

1. In accordance with 49 C. F. R. 18.36(i), ELLANA agrees to provide CITY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of ELLANA which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. ELLANA also agrees, pursuant to 49 C. F. R. 633.17, to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to its records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. ELLANA agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. ELLANA agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case ELLANA agrees to maintain same until CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

D. Federal Changes. ELLANA shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CITY and FTA, as they may be amended or promulgated from time to time during the term of this Contract. ELLANA's failure to so comply shall constitute a material breach of this Contract.

E. Civil Rights

1. Nondiscrimination- In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, ELLANA agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, ELLANA agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity- The following equal employment opportunity requirements apply to this Contract:

a. Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, ELLANA agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246



Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. ELLANA agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, ELLANA agrees to comply with any implementing requirements FTA may issue.

b. Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, ELLANA agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, ELLANA agrees to comply with any implementing requirements FTA may issue.

c. Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, ELLANA agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, ELLANA agrees to comply with any implementing requirements FTA may issue.

3. ELLANA also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

F. Suspension and Debarment- This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, ELLANA is required to verify that none of ELLANA, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. ELLANA is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By executing this Contract, ELLANA certifies as follows:

The certification in this clause is a material representation of fact relied upon by CITY. If it is later determined that ELLANA knowingly rendered an erroneous certification, in addition to remedies available to CITY or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. ELLANA agrees to comply with the requirements of 49 CFR 29, Subpart C while this Contract is valid. Meg further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Disadvantaged Business Enterprises (DBEs)

1. CITY is receiving federal financial assistance in connection with this Project and has set a Disadvantaged Business Enterprises (DBE) participation goal for FY2010 of 5%. As a recipient of federal funds, CITY has agreed to facilitate participation by DBE in the Project and assure that each third party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable.

2. The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is the policy of the City of Long Branch to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Contract. A DBE contract goal of 5% percent was established for this Contract. ELLANA is both a DBE and a WBE firm, as defined in Appendix A, 49 CFR Part 26, and thus has met the contract goals for DBE and WBE participation in the performance of this Contract.

H. Lobbying Certification and Disclosure- ELLANA shall submit a completed Lobbying Certification and Disclosure, in the form attached hereto as Exhibit D. Submission of such Certification and Disclosure is a material condition of this Contract.

I. Clean Air- ELLANA agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. ELLANA agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. ELLANA also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

J. Clean Water- ELLANA agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. ELLANA agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. ELLANA also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

K. Fly America Requirements- Although not anticipated, to the extent that any international travel may be necessary, ELLANA agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. ELLANA shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. ELLANA agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

L. Energy Conservation- ELLANA agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

M. Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. ELLANA shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause CITY to be in violation of the FTA terms and conditions.

#### **XIV. DEFINITIONS**

##### **A. DEFINED TERMS:**

Wherever used in this Contract (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits, or in the following provisions:

1. *Additional Services* -- The services to be performed for or furnished to CITY by ELLANA at CITY's request that are not provided for in Exhibit A of this Contract.
2. *Construction Cost* -- The cost to CITY to construct those portions of the entire Project designed or specified by the Lead Design Team and reviewed by ELLANA. Construction Cost does not include costs of services of the Lead, Design Team, ELLANA or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; CITY's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to CITY pursuant to Exhibit B of this Contract. Construction Cost is one of the items comprising Total Project Costs.
3. *Contract* -- This written contract for professional services between CITY and ELLANA, including all Exhibits and any duly executed amendments.
4. *Contract Documents* -- Those items so designated in the construction contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the construction contract are Contract Documents. Approved Shop Drawings, other contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
5. *Contractor* -- The entity or individual with which CITY has entered into a Construction Contract.

6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ELLANA to CITY pursuant to this Contract, or provided by the Lead Design Team to CITY.
7. *Drawings* – That part of the Contract Documents prepared by the Lead Design Team and approved by ELLANA, which graphically shows the scope, extent, and character of the Work to be performed by Contractor.
8. *Effective Date* – The date indicated in this Contract on which it becomes effective, but if no such date is indicated, the date on which this Contract is signed and delivered by the last of the parties to sign and deliver.
9. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
10. *Project* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
11. *Record Drawings* – Drawings depicting the completed Project, prepared by the Lead Design Team and reviewed and approved by ELLANA as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to the Lead Design Team and/or ELLANA and annotated by Contractor to show changes made during construction.
12. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
13. *Services* – The services to be performed for or furnished to CITY by ELLANA in accordance with Exhibit A of this Contract.
14. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
15. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by CITY upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CITY which are designated for the use of Contractor.
16. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and

workmanship as applied to the Project and certain administrative details applicable thereto.

17. *Substantial Completion* – The time at which the Project (or a specified part thereof) has progressed to the point where in the opinion of CITY, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Project refer to Substantial Completion thereof.

18. *Total Project Costs* – The sum of the Construction Cost and the total costs of services of the Lead Design Team, ELLANA or other design professionals and consultants, together with such other Project-related costs that CITY furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, CITY’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to CITY pursuant to Exhibit B of this Contract.

## **XV. GENERAL CONSIDERATIONS**

- A. **CONTROLLING LAW.** This Contract is to be governed by the law of the State of New Jersey.
- B. **ASSIGNMENT.** Neither party may assign this Contract, including by operation of law, without the other party’s prior written consent and any non-authorized assignment shall be null and void and of no force or effect.
- C. **NO RIGHTS TO THIRD PARTIES.** Nothing in this Contract gives any rights or benefits to any person or entity other than the Parties.
- D. **SECTION HEADINGS.** The section headings in this Contract are for convenience only and shall not affect the interpretation hereof.
- E. **NO WAIVER.** It is understood and agreed that any delay, waiver or omission by a party to exercise any right or power arising from any breach or default by the other party of any of term or condition of this Contract shall not be construed to be a waiver by that party of any subsequent breach or default by the other party of the same or other terms or conditions of this Contract.
- F. **SURVIVAL.** All provisions of this Contract for indemnity or allocation of responsibility or liability between CITY and ELLANA shall survive the completion of the Services and the termination of this Contract.
- G. **SEVERABILITY.** In the event that any term or condition of this Contract is found to be illegal or unenforceable, the term or condition shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law and modified only to the extent necessary to comply with applicable law and the remaining terms and conditions shall remain in full force and effect.

- H. **INDEPENDENT CONSULTANT.** ELLANA is an independent contractor. Neither ELLANA nor any of its employees or agents is or shall be deemed to be an agent or employee of CITY, except with respect to CITY's rights concerning Subcontractors pursuant to Section II (C) herein and as may be required pursuant to the Federal Requirements. ELLANA has sole authority and responsibility to employ, discharge or otherwise control its employees agents and Subcontractors, except with respect to CITY's rights concerning Subcontractors pursuant to Section II (C) herein and as may be required pursuant to the Federal Requirements.
- I. **AUTHORITY TO EXECUTE.** Each party represents and warrants that this Contract has been duly authorized, executed and delivered and constitutes a binding agreement enforceable against it.
- J. **ENTIRE AGREEMENT.** The Parties agree that this Contract supersedes all prior oral and written communications and/or agreements that may have been made or entered into between them regarding the subject matter hereof, including but not limited to any proposals, and constitutes the entire agreement between them with respect to the subject matter hereof. The terms and conditions of this Contract shall prevail, notwithstanding any variance with any purchase order or other similar written instrument submitted by CITY to ELLANA in connection with the Services whether formally rejected by ELLANA or not. This Contract may be modified only by Change Order or other written amendment executed by the Parties.
- K. **EXHIBITS INCORPORATED.** The Exhibits attached hereto and referenced herein are incorporated by this reference into this Contract as if fully set forth herein.
- L. **NOTICE.** Notices shall be effective hereunder as follows only if in writing and addressed to the person designated on the signature page to this Contract: (1) upon delivery, if delivered personally to the person; (2) upon transmission, if transmitted to the facsimile number or email of the person; and (3) upon posting, if by first class or overnight mail (postage prepaid). The persons for each party to whom notices are to be delivered are as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the Effective Date of which is indicated on page 1.

CITY:  
City of  
Long Branch

ELLANA:

By: Adam Schneider

By:

Title: Mayor

Title:

Date  
Signed:

Date  
Signed:

Address for giving notices:

Kevin Hayes,  
Acting City  
Administrator  
344 Broadway

Address for giving notices:

Long Branch, NJ 07440

Telephone: 732-571-5645

Email:

Email:

Designated Representative:

Ralph J. Basile

Designated Representative:

Title: Redevelopment Coordinator

Title:

Phone Number: 443-714-8563

Phone Number:

Facsimile Number:

E-Mail Address: rbasile@vantagepointred  
m.com

E-Mail Address:

## **EXHIBIT A**

### **SCOPE OF SERVICES**

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The CCE services will be provided to the CITY to independently assess project costs during Tasks 2 and 3 of the Lead Design Team contract with the CITY, as detailed below. It is anticipated that CCE services will be provided on multiple occasions, subject to the contract budget resources identified in Section V in this contract between the CITY and ELLANA, as the Lead Design Team presents refined program/physical concept designs to the City. ELLANA will prepare construction cost estimates in sufficient detail to aid the CITY to identify key hard and soft cost components influencing total cost of the proposed pier/ferry terminal, so key programmatic/design decisions about what project components to include/not include in the project can be made by the CITY.

The Lead Design Team's work on Task 2, Preliminary Program & Concept Definition, will have two distinct subtasks:

**Task 2.1: Preliminary Program**

Will include the conceptualization and refinement of the proposed Phase 1 program relative to current conditions and viability with the goal of identifying the optimal program for the pier and ferry terminal.

**Task 2.2: Preliminary Physical Concept Design**

Preliminary Physical Concept Design will include Base Documentation & Analysis and Preliminary Physical Concept Design as follows:

**Task 2.2.1: Base Documentation & Analysis**

Create a useable set of base documentation and drawings necessary for Physical Concept Design. This base documentation shall reflect the verified standards and will serve as the base needed for Tasks 2-4 in this engagement as well as future refinement tasks.

**Task 2.2.2: Preliminary Physical Concept Design**

One pier design will be iteratively tested and developed comprising of an optimized pier shape and size, designed to accommodate such commercial uses as considered most viable and synergistic with the ferry terminal based on Preliminary Program design. The Lead Design Team will provide input to ELLANA to develop conceptual cost estimates in Task 2.

Following the CITY's review of the findings in Task 2, Preliminary Program & Physical Concept Design, Task 3, Refined Program/Concept Design Concepts, will be performed and will have two distinct subtasks:

**Task 3.1: Program Concepts**

The Lead Design Team will iteratively test various program elements, will develop program concepts and vet program scenarios with potential investors and anchor tenants.

**Task 3.2: Physical Concept Design**

The Lead Design Team will continue to refine the physical concept design through an iterative process. The Lead Design Team will provide input to ELLANA to develop conceptual cost estimates in Task 3.



## **EXHIBIT B**

### **CITY'S RESPONSIBILITIES**

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In addition to other responsibilities of CITY as set forth in this Contract, CITY shall at its expense:

- A. Upon ELLANA's request, furnish to ELLANA available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- B. Upon ELLANA's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ELLANA to complete its Services, if applicable. Such additional information or data would generally include the following:
  - a. Property descriptions.
  - b. Zoning, deed, and other land use restrictions.
  - c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - d. Previous explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - e. Previous or existing environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - f. Data or consultations as required for the Project but not otherwise identified in the Contract or the Exhibits attached hereto.

- C. Give prompt written notice to ELLANA whenever CITY observes or otherwise becomes aware of the presence at the Site of any environmental concerns or any other development that affects the scope or time of performance of ELLANA's Services, or any defect or nonconformance in ELLANA's services, the Work, or in the performance of the Lead Design Team or any Subcontractor or Contractor.
- D. Arrange for safe access to and make all provisions for ELLANA to enter upon public and private property as required for ELLANA to perform services under the Contract.
- E. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ELLANA (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CITY deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- F. Provide, as required for the Project:
- Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - Legal services with regard to issues pertaining to the Project as CITY requires, Contractor raises, or ELLANA reasonably requests.
  - Such auditing services as CITY requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - Placement and payment for advertisement for Bids in appropriate publications.
- G. Advise ELLANA of the identity and scope of services of any independent consultants employed by CITY to perform or furnish services similar to those hereunder with regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- H. Furnish to ELLANA data as to CITY's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for CITY so that ELLANA may assist CITY in collating the various cost categories which comprise Total Project Costs.

**EXHIBIT C**  
**PROMPT PAYMENT AFFIDAVIT**

Company will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_  
Name Title (e.g., President, Vice President, etc.)

of \_\_\_\_\_ ("Company"), do state the following with  
regard to payments made under Contract No. \_\_\_\_\_ ("Contract"):

1. ☐ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. \_\_\_\_\_, were paid no later than five (5) business days after Company received payment from CTA.
2. ☐ Copies of invoices and cancelled checks for Subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior Subcontractor payments and any other documentation required by CTA. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the CTA DBE Department may cause the Payment Request to be rejected by CTA.)
3. ☐ All retainage amounts withheld from any Subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not CTA has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ☐ There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the CTA Purchasing Agent.

Attach a copy of the written approval from the City of Long Branch Purchasing Agent.

Subscribed and sworn to before me this _____ day of _____ 20____	_____
	Company Name
	_____
	Signature
_____	Print Name
Notary Public	Date: _____

**EXHIBIT D**  
**LOBBYING CERTIFICATION AND DISCLOSURE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96), and as modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* )]
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its Certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Project Manager  
\_\_\_\_\_  
Name and Title  
\_\_\_\_\_  
Date

R# 67-17

RESOLUTION  
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED: Simone

SECONDED: Bullings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true  
copy of a resolution adopted by the City Council  
at their Regular meeting held on

3-28-17

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed the official seal of the City  
of Long Branch, Monmouth County, New Jersey  
this 1st day of MARCH, 2017

Kathy L. Schmeel

Kathy L. Schmeel, RMC  
City Clerk

# **PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of February 28, 2017. The original bills are on file in the Office of the Director of Finance of the City of Long Beach between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

A.R. Communications	Radio Equipment & Repair - Street Construction & Maintenance	338.54	
ABC Supply Co. Inc.	Roof Material - City Hall Building - Public Facilities	180.00	
Acc Outdoor Power Equipment	Vehicle Repair - Public Works	4,728.23	
Alpha Video & Audio Inc.	Casinet Gum Solo One Year Maintenance Renewal - Cable Communication	595.00	
American Home & Hydraulics Co., Inc.	Vehicle Parts & Supplies - Public Works	3,201.50	
Andrew Clay	Soccer Referee - Recreation - 2/4, 2/11/17	280.00	
Ansell, Gritum & Aaron	Professional Services - General Legal, Retainer, Redevelopment & Tax Appeals - January 2017	21,875.44	Pmt. #1
AT&T	Telephone Services - Various Departments - Bills Dated 1/24/17 - 2/9/17	712.22	
Atlantic Plumbing Supply	Plumbing Materials - Various Departments	588.06	
Atlantic Security & Fire, Inc.	1st Quarter 2017 Monitoring Services - Public Facilities	150.00	
Auto Parts	Miscellaneous Auto Parts - Various Departments	10,990.00	
B&H Photo	Computer/Camera Equipment & Supplies - Various Departments	5,149.58	
Batteries & Bulbs	Vehicle Batteries - Public Works	33.30	
Beyer Fleet	Vehicle Parts - Police	174.96	
Brother's Towing & Recovery	Towing Services - Public Works	30.00	
Builder's General Supply Co.	Materials - Public Works	68.78	
Bullet Look & Sale Co, Inc.	Miscellaneous Keys, Locks & Handles - Various Departments	356.50	
Cablevision Lightpath, Inc.	Monthly Dark Fiber Lease - February 2017	1,500.00	
Campbell Foundry Company	Materials - Street Construction & Maintenance	125.44	
City of Long Beach Clearing Account	To Reimburse Clearing Account	265,465.40	
City of Long Branch Clearing Account	To Reimburse Clearing Account	524,598.21	
City of Long Branch Clearing Account	To Reimburse Clearing Account	81,941.93	
City of Long Branch Clearing Account	To Reimburse Clearing Account	964,137.72	
City of Long Branch Clearing Account	To Reimburse Clearing Account	925,148.76	
City of Long Branch Payroll Agency Account	Payroll Dated 2/10/17	38,988.96	
City of Long Branch Payroll Agency Account	Payroll Dated 2/10/17 - FICA/Medicaid	440,793.46	
City of Long Branch Payroll Agency Account	Health Benefits Premium - February 2017	123.00	
Complete Security Systems Inc.	Central Station Monitoring Services - Public Facilities	443.75	
Conite's Car Wash Inc.	Car Washes - Various Departments - January 2017	30.00	
Cranbury Custom Lettering Inc.	Vehicle Repair - Police	5,100.00	
CWA Local 1075	Dental & Vision Premium - February 2017	30.00	
Danna Kewitt	Reimbursement for Monthly E-mail Blasts Plan - January - February 2017	1,271.34	
Dearborn National	Life Insurance Premium - February 2017	307.87	
Didi's Automotive, LLC	Vehicle Repair - Public Works	633.41	
Endlab Inc.	Consumable Supplies - Fire	17,576.68	
Edwards Tire Co. Inc.	Tires - Various Departments	295.00	
Excel Communications, Inc.	Service Call - Replace New Equipment & Tested	949.61	
F&C Automotive Supply	Vehicle Parts - Public Works	284.00	
Fluor Details	Vehicle Cleaning - Public Works	835.60	
Frehold Dodge, Inc.	Vehicle Parts & Repair - Public Works	44.37	
Frehold Ford Inc.	Vehicle Repair - Public Works		

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



Rockafeller's  
 RR Donnelley  
 Baker's Shoprites, Inc.  
 Sanitation Equipment Corp.  
 Seaboard Welding Supply Inc.  
 Sensor Equipment & Manufacturing Corp.  
 SHI International Corp.  
 SHI International Corp.  
 Shore Customs  
 Skidder Market LLC  
 Skip's Paint & Hardware  
 Skip's Sports  
 Sports Field Managers Association of NJ  
 Supplies Master Inc.  
 Taser International, Inc.  
 Toshiba Business Solutions  
 Treasurer, County of Monmouth, Finance Dept.  
 Trius, Inc.  
 Uline Inc.  
 Vantage Point Real Estate  
 Vantage Point Real Estate Dev. Mgmt. LLC  
 Vericon  
 Vision Service Plan  
 W H Potter & Son, Inc.  
 W.B. Mason Co. Inc.  
 W.W. Granger Inc.  
 Windstream  
 Y-Pers

Meals for 2/9/17 Snow Storm & Polar Plunge - Various Departments  
 Safety Paper for Certified Copies - Health  
 Food for Various Events - Various Departments  
 Miscellaneous Parts - Public Works  
 Miscellaneous Supplies & January 2017 Cylinder Rental - Public Works  
 Sheet Rock Dolly Rental - Public Facilities  
 Computer - Building  
 Microwave Office 365 Business Open Shared Server Contract - Administration  
 Vehicle Parts - Public Works  
 Food for Valentine's Day - Senior Affairs  
 Paint - Public Works  
 Jackets & T-shirts - Various Departments  
 2017 Membership Duets - F. Rayaschiers - Parks  
 Materials & Supplies - Public Works  
 Targets and Cartridges - Police  
 Office Supplies & Materials - Police  
 Dumping Fees - January 2017  
 Salt Spreader and Plows - Street Construction & Maintenance  
 Envelopes - Police  
 Professional Services - General Legal and Litigation - December 2016  
 Professional Services - General Redevelopment & Litigation - January 2017  
 Wireless/Smart Phone/Laptop Services - Various Departments - Bills Dated 1/10 - 2/5/17  
 Vision Premium - Reimbursement  
 Chain Saw Parts - Street Construction & Maintenance  
 Office Furniture/Supplies - Various Departments  
 Miscellaneous Parts & Supplies - Public Works  
 Telephone Services - Central - Bills Dated 2/4/17  
 Sterilized Polo Rags - Public Works

# TOTAL CURRENT

3,696,718.77

City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 Greenbaum, Rowe, Smith & Davis  
 Greenbaum, Rowe, Smith & Davis  
 Mail Chevrolet  
 Motorola Solutions, Inc.  
 MRC v/o Marturano Recreation  
 PMA Construction, Inc.  
 Vantage Point Real Estate  
 Vantage Point Real Estate Dev. Mgmt. LLC

To Reimburse Clearing Account  
 To Reimburse Clearing Account  
 To Reimburse Clearing Account  
 Professional Services - Pier Design - December 2016  
 Professional Services - Pier Design - January 2017  
 2017 Express Passenger Van - Senior Center  
 Police Radio Upgrade - 80% Staging Complete - 9/6/2016  
 Playground Equipment - Van Court & Jerry Morgan Parks - Recreation  
 Brighton Avenue Road Reconstruction - November - December 2016  
 Professional Services - Pier Design - December 2016  
 Professional Services - Pier Design - January 2017

# TOTAL CAPITAL

2,403,738.68

City of Long Branch Clearing Account  
 City of Long Branch Clearing Account

To Reimburse Clearing Account  
 To Reimburse Clearing Account

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

\* 502.45  
 514.50  
 418.29  
 1,342.54  
 625.32  
 160.00  
 2,362.90  
 15,946.00  
 3,201.50  
 265.62  
 8.98  
 1,193.50  
 60.00  
 73.38  
 3,511.64  
 373.00  
 81,350.60  
 48,394.00  
 64.18  
 13,087.50 Pmt. #3  
 8,800.00 Pmt. #1  
 9,112.60  
 1,121.58  
 465.73  
 1,438.66  
 861.39  
 2,215.27  
 317.00

\* 317,689.73  
 \* 9,049.00  
 \* 279,817.00  
 \* 1,090.50 Pmt. #6  
 2,983.50 Pmt. #1  
 24,664.80  
 1,432,908.81 Pmt. #2  
 30,507.64  
 \* 279,817.00 Pmt. #1  
 \* 7,952.50 Pmt. #6  
 17,249.20 Pmt. #1

1,787.50  
 7,392.87





Gila Group, LLC	Tax Sale Premiums	700.00	
Greenbaum, Rowe, Smith & Davis	Professional Services - Pier Village Phase III - September - December 2016	17,250.00	Pmt. #3-6
Greenbaum, Rowe, Smith & Davis	Professional Services - Bear Garden/And Ave. Warehouse - October - December 2016	4,837.50	Pmt. #2-4
Greenbaum, Rowe, Smith & Davis	Professional Services - Bluffs Development - November - December 2016	2,775.00	Pmt. #4-5
Greenbaum, Rowe, Smith & Davis	Professional Services - Urgo/Avery - October - December 2016	6,975.00	Pmt. #4-6
Greenbaum, Rowe, Smith & Davis	Professional Services - Bear Garden/And Ave. Warehouse - January 2017	1,725.00	Pmt. #5
Greenbaum, Rowe, Smith & Davis	Professional Services - Black Ridge Realty - January 2017	112.50	Pmt. #5
Greenbaum, Rowe, Smith & Davis	Professional Services - Bluffs Development - January 2017	3,375.00	Pmt. #6
Greenbaum, Rowe, Smith & Davis	Professional Services - Mark Built Homes - January 2017	75.00	Pmt. #4
Greenbaum, Rowe, Smith & Davis	Professional Services - Pax Construction - January 2017	487.50	Pmt. #6
Greenbaum, Rowe, Smith & Davis	Professional Services - Pier Village II - January 2017	4,275.00	Pmt. #7
Greenbaum, Rowe, Smith & Davis	Professional Services - Urgo (Avery) - January 2017	1,350.00	Pmt. #7
Horizon Blue Cross Blue Shield	Dental Premium - February 2017	72.74	
JNH Funding Corp.	Tax Sale Premium	1,300.00	
Karin E. Kennedy	Professional Services - Various Escrows - Zoning	42.00	
Lavel G Associates, LLC	Parking Consultant Services/Pier Village III - Urban Design & Planning - September - October 2016	840.00	
McMahon, Scotland & Bannerman	Professional Services - Pier Village Phase III RAB Financing - December 2016	3,629.40	Pmt. #11
Michael A. Irene, Jr.	Professional Services - Various Escrows - Zoning	1,205.00	
Monmouth Wire Computer	Computer & Electronic Scrap - January 2017	500.00	
New Jersey Department of Labor	4th Quarter 2016 Unemployment	9,025.31	
NJ International Association of Aeronautics	Annual Seminar - S. Merkel - Fire Prevention	450.00	
Thompson Design Group	Professional Services - Pier Village Phase III Expense Reimbursement - August 2016	1,101.20	Pmt. #3
Thor Construction Group LLC	Home Improvement - Community Development	15,050.00	
Toys R Us	Toys for Christmas Party - Recreation	2,996.98	
Tyaboon Capital Assets, LLC	Tax Sale Premium	2,000.00	
USB Cust PC5 Sterling National	Tax Sale Premium	2,200.00	
Vantage Point Real Estate	Professional Services - Urgo Redevelopment - December 2016 - January 2017	3,703.50	Pmt. #6-7
Vantage Point Real Estate	Professional Services - Bluffs Development/Fusco - December 2016 - January 2017	3,825.00	Pmt. #5-6
Vantage Point Real Estate Dev. Mgmt. LLC	Professional Services - Reich Escrow - Black Ridge - January 2017	837.50	Pmt. #1
Vision Services Plan	Vision Premium - February 2017	13.33	
W. B. Mason	Ink Cartridges - Community Development	563.76	
	<b>TOTAL TRUST OTHER</b>	<b>265,846.06</b>	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE