



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • APRIL 2, 2020

Workshop

Maple Place School

7:00 PM

2 Maple Place, Oceanport, NJ 07757

I. Meeting Called to Order

II. Statement of Compliance with Open Public Meetings Act: *This meeting complies with the Open Public Meetings Act by notification on March 31, 2020 of this virtual/remote meeting, its location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.*

VIRTUAL MEETING ADVISORY:

In order for a member of the public to participate in the meeting remotely, you MUST first register for the meeting through the link set forth below. Once you click on the link, you will be brought to a Borough of Oceanport remote participation website. If you would like to comment during the public comment section or comment during an ordinance hearing, you must register on the website and type your question into the "Chat or questions" section. You will be placed on mute until it is your turn to comment or ask your question. Please note that it is necessary for you to remotely "raise your hand" to be considered for participation in the meeting.

REGISTER HERE: <http://Tetherview.com/oceanportborough>

III. Flag Salute

IV. Invocation

V. Roll Call

VI. RESOLUTIONS:

#2020-105 Resolution authorizing payment of BILL LIST 04-02-2020

#2020-106 Resolution authorizing a Lease Agreement for Bldg 116 with FMERA

#2020-107 Resolution authorizing Change Order #13 to Benjamin Harvey Co. Contract

#2020-108 Resolution authorizing Change Order #14 to Benjamin Harvey Co. Contract

#2020-109 Resolution authorizing Change Order #15 to Benjamin Harvey Co. Contract

#2020-110 Resolution authorizing Change Order #16 to Benjamin Harvey Co. Contract

VII. Administrator's Report

VIII. Clerk's Report

April 23, 2020 Meeting Items

1. Receipt of Minutes, Recreation Committee, Jan. 8, 2020
2. Receipt of Minutes, Recreation Committee, Feb. 12, 2020
3. Receipt of Minutes, Historical Committee, Feb. 13, 2020
4. Workshop Minutes, March 5, 2020
5. Regular Minutes, March 19, 2020
6. First Aid Membership, Douglas Goldsmith

IX. Discussion Items

1. Field Maintenance/Renovation Improvements
2. Donation from the Oceanport Baseball Association
3. Bulkhead Repair Werah Place, Councilman Tvrdik

X. Petitions from the Public

To participate, please register at: <http://Tetherview.com/oceanportborough>

XI. Adjournment



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • APRIL 2, 2020

Workshop

Maple Place School

7:00 PM

2 Maple Place, Oceanport, NJ 07757

I. Meeting Called to Order

II. Statement of Compliance with Open Public Meetings Act: *This meeting complies with the Open Public Meetings Act by notification on January 6, 2020 this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.*

VIRTUAL MEETING ADVISORY:

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6. First Aid Membership Application, Douglas Goldsmith

IX. Discussion Items

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2. Donation from the Oceanport Baseball Association
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X. Petitions from the Public

To participate, please register at: <http://Tetherview.com/oceanportborough>

XI. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR
APRIL 2, 2020**

**Resolution #2020-105
04/2/20**

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of April 2, 2020.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list dated April 2, 2020 totaling \$1,999,165.45.

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds are available for the purpose stated herein.



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-105 was adopted by the Oceanport Governing Body at the Regular Meeting held April 2, 2020

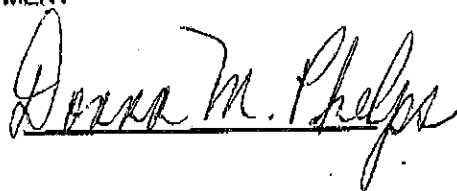
JEANNE SMITH, RMC
BOROUGH CLERK

**BOROUGH OF OCEANPORT
BILL LIST**

2-Apr-20

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$121,571.47 6TH PAY \$547.54 DCRP
GRANT FUND	\$0.00
CAPITAL TRUST TOTAL	\$666,704.41
DOG REGISTRY TOTAL	\$0.00
OPEN SPACE TRUST TOTAL	\$72.95
SUI	\$0.00
OFF DUTY	\$1,040.12
UCC TRUST	\$12.78
TRUST OTHER TOTAL	\$0.00
ESCROW TRUST TOTAL	\$2,525.20
2019 VOUCHERS PAID THIS MEETING	\$987.50
2020 VOUCHERS PAID THIS MEETING	\$1,205,703.48
TOTAL	\$1,999,165.45

I CERTIFY THAT THE ABOVE ITEMS ARE TRUE AND CORRECT AS PRESENTED
TO THE MAYOR AND COUNCIL FOR PAYMENT



List of Bills - (All Funds)

6.1.a

Vendor	Description	Payment	Check Total
Current Fund			
1002 - ACACIA FINANCIAL GROUP	PO 5459 FIN ADVISOR - 2018 BAN ROLLOVER	5,000.00	5,000.00
1038 - BOROUGH OF SHREWSBURY	PO 5556 SHARED COURTROOM FACILITIES - JANUARY/FE	6,000.00	6,000.00
1042 - C&S ELECTRICAL CONTRACTOR, INC	PO 5462 REPAIR BULBS ON E. MAIN ST	443.00	443.00
1047 - CENTRAL JERSEY HEALTH INSURANC	PO 5504 HEALTH/DENTAL INSURANCE MAR 2020	75,531.00	75,531.00
1057 - COMCAST (MODEM @ 222 MONMOUTH)	PO 5552 CALL FORWARDING 03/20-04/19/2020	93.83	93.83
1060 - COMCAST BUSINESS COMMUNICATION	PO 5545 BORO HALL INTERNET/TELEPHONE 03/14-04/1	561.75	561.75
1711 - GLEDHILL ASSOCIATES LLC	PO 5427 LIEN 19-00007, B101, L6	341.18	341.18
1126 - GLENCO SUPPLY INC	PO 5381 STOP SINGS & KEEP RIGHT SIGN	555.00	555.00
1652 - GOLD TYPE BUSINESS MACHINE	PO 5230 Equip for radio's and portables	132.69	132.69
1133 - GREATLAND CORPORATION	PO 5413 YEARLI E-FILE CODE	289.00	
	PO 5466 YEARLI E-FILE CODE MAR 2020	12.00	301.00
1649 - INTRON TECHNOLOGY, LLC	PO 5514 Equipment Purchase - Laptop for CFO Remo	795.00	
	PO 5558 IT Managed Services	2,258.23	3,053.23
1153 - JERSEY CENTRAL POWER & LIGHT	PO 5584 JCPL #009 - 01/01-02/27/2020	688.27	
	PO 5585 JCPL #015 - 01/31-03/02/2020	756.22	1,444.49
1493 - JERSEY COAST FIRE EQUIPMENT	PO 5260 HYDROSTATIC TESTING - BOTTLES	650.00	650.00
1499 - KEVIN E KENNEDY, ESQ	PO 5534 PLANNING BOARD LEGAL SERVICES	480.00	
	PO 5533 Planning Board Litigation	45.00	
	PO 5532 Planning Board Legal Services - Board	375.00	
	PO 5531 Planning Board Monthly Meetings	500.00	1,400.00
1195 - MASER CONSULTING, P.A.	PO 5550 FEB 2020 ENGINEERING	5,250.00	
	PO 5549 SOLID WASTE BID SPECS	247.50	5,497.50
1198 - MCAA OF MONMOUTH COUNTY	PO 5468 2020 MEMBERSHIP APPLICATION	45.00	45.00
1241 - NAPA AUTO PARTS (#15456)	PO 5484 HOSE FOR LAWN MOWER VACUUM	89.99	
	PO 5482 BATTERY FOR BASEBALL MACHINE	23.95	
	PO 5551 SUPPLIES	2.88	
	PO 5511 Jump Box for patrol vehicles	120.00	
	PO 5523 VEHICLE MAINTENANCE	188.98	425.80
1704 - NEW JERSEY CRIME SCENE INVESTIGAORS ASSO	PO 5238 Child Abduction Training State Police	125.00	125.00
1245 - NJ AMERICAN WATER CO	PO 5508 OLD WHARF PARK #1 02/11-03/11/2020	153.67	
	PO 5543 PAP FIRE HOUSE - 02/11-03/11/2020	166.90	
	PO 5542 262 ARNOLD - 02/11-03/11/2020	19.35	
	PO 5540 LIBRARY WATER - 02/12-03/11/2020	25.82	
	PO 5541 OLD WHARF PARK #2 02/11-03/11/2020	19.21	
	PO 5526 OLD WHARF 02/12-03/11/2020	67.84	452.79
1251 - NJ NATURAL GAS CO	PO 5554 TOHICON - LIBRARY - 02/13-03/13/2020	171.14	
	PO 5579 282 HILDRETH - 02/18-03/18/20	647.97	
	PO 5580 900 MURPHY DRIVE (DPW) 02/18-03/18/20	521.80	
	PO 5581 977 MURPHY (NEW PD) 02/18-03/18/20	34.00	
	PO 5582 901 MURPHY - 02/18-03/18/20	208.35	
	PO 5588 315 E MAIN - OLD WHARF - 02/14-03/17/20	233.57	
	PO 5589 433 MYRTLE 02/14-03/17/20	331.96	2,148.79
1261 - OCEANPORT BOARD OF EDUCATION	PO 5561 APRIL 2020 SCHOOL TAX REMITTANCE	813,165.67	813,165.67
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 5548 AFFORDABLE HOUSING COUNCIL FEB 2020	943.50	943.50
1279 - PL CUSTOM BODY & EQUIPMENT INC	PO 5452 SHUT OFF VALVE - 38-57	41.50	41.50
1297 - RALPH CLAYTON & SONS	PO 5355 SAND & MORTAR	133.06	
	PO 5340 STORM DRAIN REPAIR	135.56	268.62
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 5488 STONE DUST	150.00	
	PO 5461 GRAVEL FOR STORM DRAIN REPAIR	16.50	166.50
1318 - SEMCORE RENTAL CENTER II	PO 5266 RENTAL OF A MORTAR MIXER	75.00	75.00
1323 - SHORE REGIONAL HIGH SCHOOL	PO 5562 APRIL 2020 TAX REMITTANCE	268,537.00	268,537.00
1326 - SIP'S PAINT	PO 5513 N95 MASKS -OEM	142.73	
	PO 5507 TOILET SEAT FOR PD	31.99	
	PO 5506 LOCK FOR BORO HALL	44.99	
	PO 5530 LIGHT BULBS	9.00	228.71
1334 - STAVOLA ASPHALT COMPANY, INC	PO 5373 HOT PATCH & TACK OIL - 02/24/2020	141.30	141.30
1337 - SUBURBAN DISPOSAL	PO 5587 DISPOSAL FEE & RECYCLING & CONTAINER FE	16,890.85	16,890.85
1345 - TEAM LIFE, INC	PO 4211 DEFIBRILLATION PADS	490.00	490.00
1348 - THE HOME DEPOT	PO 5505 CLOROX & SPRAY BOTTLE	14.36	14.36
1387 - VERIZON	PO 5509 LIBRARY TELEPHONE 03/07-04/06/2020	258.56	

List of Bills - (All Funds)

6.1.a

Vendor	Description	Payment	Check Total
	PO 5539 FIRE ALARM - OLD WHARF 03/08-04/07/2020	45.16	
	PO 5525 POLICE - 03/13-04/12/2020	827.93	1,131.65
1392 - W.B. MASON CO, INC	PO 5411 SUPPLIES FOR VARIOUS DEPT.	78.37	78.37
1692 - WATCHUNG SPRING WATER	PO 5359 WATER SERVICE 02/26/2020	65.90	65.90
1571 - William White	PO 5583 CERTIFIED PUBLIC WORKS MANAGER JAN - MAR	250.00	250.00
Capital Fund			
1630 - BENJAMIN R HARVEY CO, INC.	PO 5577 PAYMENT #7 - 02/27/2020	269,582.11	
	PO 5586 PAYMENT #8 - 03/25/2020	383,027.12	652,609.23
1138 - HALE TRAILER BRAKE & WHEEL INC	PO 5480 TRAILER 900 MURPHY DR - DPW MAR 2020	340.00	340.00
1195 - MASER CONSULTING, P.A.	PO 5547 MYRTLE AVE DRAINAGE & SIDEWALK IMPROVEME	4,467.50	
	PO 5553 2019 ROAD PROGRAM - CONSTRUCTION OVERSIG	660.00	5,127.50
1200 - McMANIMON*SCOTLAND*BAUMANN LLC	PO 5471 MUNICIPAL BLDG REDEVELOPMENT 01/31/2020	1,139.50	1,139.50
1347 - THE GOLDSTEIN PARTNERSHIP	PO 5422 ARCHITECTURAL SERVICES FEB 2020	7,488.18	7,488.18
OPEN SPACE TRUST			
1241 - NAPA AUTO PARTS (#15456)	PO 5517 ZIP TIES	72.95	72.95
OFF DUTY POLICE TRUST			
1717 - PR PROPERTIES	PO 5576 REFUND TRAFFIC ESCROW	1,040.12	1,040.12
UCC Trust			
1392 - W.B. MASON CO, INC	PO 5411 SUPPLIES FOR VARIOUS DEPT.	12.78	12.78
DEVELOPERS ESCROW TRUST			
1116 - ASBURY PARK PRESS	PO 5449 Notice of Planning Board Hearing - AIN I	150.20	150.20
1499 - KEVIN E KENNEDY, ESQ	PO 5538 Planning Board Legal - KKF AIN CATALOG #	555.00	
	PO 5537 Planning Board Legal Services - LANZANO	390.00	945.00
1195 - MASER CONSULTING, P.A.	PO 3477 PLOT PLAN REVIEW - 12 SHORE ROAD	125.00	
	PO 4703 PLOT PLAN REVIEW - 54 WITTENBURG CT	125.00	
	PO 4925 PLOT PLAN REVIEW CATALOG #776452001	125.00	
	PO 5065 CO INSPECTION - CATALOG #7764520001	125.00	
	PO 5318 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 5572 FT MONMOUTH FITNESS CENTER - CATALOG #77	330.00	955.00
1557 - MICHAEL P BOLAN PP/AICP	PO 5469 COAH LEGAL SERVICES FEB 2020	475.00	475.00
TOTAL			1,877,046.44

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	1,206,690.98
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	3,196.50			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	5,302.00			
01-201-20-155-200	LEGAL SERVICES OE	988.50			
01-201-20-165-200	BOROUGH ENGINEER OE	5,250.00			
01-201-21-180-200	PLANNING BOARD OE	1,355.00			
01-201-23-210-202	HEALTH	71,298.00			
01-201-23-210-203	DENTAL	4,233.00			
01-201-25-240-200	POLICE OE	377.69			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	331.71			
01-201-25-260-200	FIRST AID ORGANIZATION OE	41.50			
01-201-25-265-200	FIRE DEPARTMENT OE	652.88			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	782.06			
01-201-26-300-273	SUPPLIES	104.35			
01-201-26-300-277	BITUMINOUS CONCRETE	291.30			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	142.06			
01-201-26-310-252	REPAIRS & EQUIPMENT	519.98			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	23.95			
01-201-31-430-201	ELECTRICITY	1,345.94			
01-201-31-430-203	TELEPHONE/INTERNET	1,528.67			

6.1.a

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-31-430-204	WATER/SEWER	452.79			
01-201-31-430-205	NATURAL GAS	2,148.79			
01-201-31-430-207	STREET LIGHTING	357.11			
01-201-31-465-200	SANITATION DUMPING FEES	16,890.85			
01-201-43-490-200	MUNICIPAL COURT OE	6,045.00			
01-203-20-165-200	(2019) BOROUGH ENGINEER OE		247.50		
01-203-25-260-200	(2019) FIRST AID ORGANIZATION OE		490.00		
01-203-26-300-200	(2019) STREETS & ROADS OTHER EXPENSES		250.00		
01-206-55-000-046	REGIONAL SCHOOL TAX			268,537.00	
01-207-55-000-045	LOCAL SCHOOL TAX			813,165.67	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			341.18	

TOTALS FOR	Current Fund	123,659.63	987.50	1,082,043.85	1,206,690.98
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04-101-01-100-011	CAPITAL CASH - TD			0.00	666,704.41
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			661,576.91	
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			4,467.50	
04-215-55-989-A00	2019 #1001 VARIOUS ROAD/DRAINAGE			660.00	

TOTALS FOR	Capital Fund	0.00	0.00	666,704.41	666,704.41
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06-101-01-100-011	OPEN SPACE CASH - TD			0.00	72.95
06-270-00-500-020	RESERVE FOR OPEN SPACE			72.95	

TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	72.95	72.95
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17-101-01-100-101	CASH-OFF DUTY POLICE TRUST			0.00	1,040.12
17-270-55-600-165	RESERVE FOR OFF DUTY POLICE TR			1,040.12	

TOTALS FOR	OFF DUTY POLICE TRUST	0.00	0.00	1,040.12	1,040.12
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18-101-01-100-101	CASH UCC TRUST			0.00	12.78
18-270-55-600	RESERVE FOR UCC TRUST			12.78	

TOTALS FOR	UCC Trust	0.00	0.00	12.78	12.78
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61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	2,525.20
61-270-55-600-205	RES.FOR DEV.ESCROW			2,525.20	

TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	2,525.20	2,525.20
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Total to be paid from Fund 01 Current Fund	1,206,690.98
Total to be paid from Fund 04 Capital Fund	666,704.41
Total to be paid from Fund 06 OPEN SPACE TRUST	72.95
Total to be paid from Fund 17 OFF DUTY POLICE TRUST	1,040.12
Total to be paid from Fund 18 UCC Trust	12.78
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	2,525.20

	1,877,046.44

6.1.a

Pending Payments (*Not Finalized*) - (..) ALL FUNDS

From 03/01/2020 to 03/31/2020 With a Line Amount > 10000

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
3/23/2020	5504			01-201-23-210-202 01-201-23-210-203	HEALTH MAR 2020 DENTAL MAR 2020 CENTRAL JERSEY HEALTH INSURANC	71,298.00 4,233.00	75,531.00	01-101-01-000-011
3/27/2020	5561			01-207-55-000-045	APRIL 2020 TAX REMITTANCE OCEANPORT BOARD OF EDUCATION	813,165.67	813,165.67	01-101-01-000-011
3/27/2020	5562			01-206-55-000-046	SHORE REGIONAL HIGH SCHOOL	268,537.00	268,537.00	01-101-01-000-011
3/27/2020	5577			04-215-55-474-009	7TH PAYMENT DUE BENJAMIN R HARVEY CO, INC.	269,582.11	269,582.11	04-101-01-100-011
3/27/2020	5586			04-215-55-474-009	8TH PAYMENT DUE BENJAMIN R HARVEY CO, INC.	383,027.12	383,027.12	04-101-01-100-011
3/27/2020	5587			01-201-31-465-201 01-201-31-465-201 01-201-31-465-201	DISPOSAL, RECYCLING & ROLL-OFF CONTAINER 1/ NJ Recycling Enhancement Act Fee BULK DISPOSAL FEE SUBURBAN DISPOSAL	14,552.47 528.54 1,809.84	16,890.85	01-101-01-000-011

MARCH SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				1,174,124.52
04-101-01-100-011	CAPITAL CASH - TD				652,609.23
01-201-23-210-202	HEALTH		71,298.00		
01-201-23-210-203	DENTAL		4,233.00		
01-201-31-465-201	SANITATION DUMPING FEES		16,890.85		
01-206-55-000-046	REGIONAL SCHOOL TAX			268,537.00	
01-207-55-000-045	LOCAL SCHOOL TAX			813,165.67	
04-215-55-474-009	RENOVATION			652,609.23	
MARCH TOTALS (FOR RANGE):			92,421.85	1,734,311.90	1,826,733.75
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SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				1,174,124.52
04-101-01-100-011	CAPITAL CASH - TD				652,609.23
01-201-23-210-202	HEALTH		71,298.00		
01-201-23-210-203	DENTAL		4,233.00		
01-201-31-465-201	SANITATION DUMPING FEES		16,890.85		
01-206-55-000-046	REGIONAL SCHOOL TAX			268,537.00	
01-207-55-000-045	LOCAL SCHOOL TAX			813,165.67	
04-215-55-474-009	RENOVATION			652,609.23	
TOTALS (FOR RANGE):			92,421.85	1,734,311.90	1,826,733.75
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**RESOLUTION OF THE BOROUGH OF OCEANPORT
RATIFYING AND AFFIRMING A LEASE AGREEMENT BETWEEN THE
BOROUGH OF OCEANPORT AND THE FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY (FMERA)**

**Resolution #2020-106
04/2/20**

WHEREAS, due to the rehabilitation of buildings at the new municipal complex site, the Borough of Oceanport has need of additional temporary storage space for various items currently situated within the buildings being rehabilitated; and

WHEREAS, the Borough of Oceanport has investigated the possibility of storing said items within several vacant buildings located on the property owned and maintained by FMERA and has concluded that there is a building known as #116 which is suitable for the intended use; and

WHEREAS, FMERA has offered to lease this site to the Borough of Oceanport for a term of six months with an option for an additional 6 months extension at the discretion of FMERA; and

WHEREAS, the Borough's use of the property via a lease agreement would allow for storage of various items while the Borough conducts demolition and rehabilitation activities at the new municipal complex site; and

WHEREAS, the Borough will insure the property for liability, fire and extended coverage and indemnify and hold FMERA harmless against all claims, and the consideration for the lease is One Dollar (\$1.00); and

WHEREAS, due to the exigent need to relocate the items prior to obtaining a formal written resolution approving of said lease, the Mayor and Clerk executed the lease conditioned upon approval by the Borough Council at the next meeting of the Governing Body; now, therefore, be it

RESOLVED, that the Borough Council of the Borough of Oceanport hereby ratifies and affirms the actions of the Mayor and Clerk in executing the Lease Agreement between FMERA and the Borough of Oceanport.

I certify that the foregoing Resolution #2020-106 was adopted
by the Oceanport Governing Body at the Regular Meeting held
April 2, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

STORAGE LICENSE AGREEMENT

The FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY (“FMERA”) grants the Borough of Oceanport, a municipality in the State of New Jersey (“Grantee”), its employees, officers, agents, consultants, and contractors, a revocable, non-exclusive license, (“License”) to store the Oceanport Office of Emergency Management (“OEM”) equipment and vehicles in Building 116 and attached hereto as Exhibit A and made a part hereof (the “Premises”) for the following purposes to the following terms and conditions:

1. Grantee may enter upon the Premises any day or time on a non-exclusive basis for the purpose of storing the Borough’s OEM equipment and vehicles (the “Activity”). The Activity shall be borne at the sole cost of Grantee. In addition, the Activity is subject to prior FMERA approval. Access to the Premises is limited to OEM use only. Additional activity by Grantee is prohibited. Storage is specifically limited to the Premises. No additional Buildings near the Premises are to be used for the Activity without prior FMERA approval and a modification to this License Agreement. Grantee covenants and warrants that if Grantee, its employee, officers, agents, consultants, or contractors do any act or thing that disturbs or changes the conditions of the Premises, Grantee shall, at its sole cost and expense, promptly cause such disturbance or change to be restored to the condition that existed before such entry on the Premises.
2. Grantee acknowledges that is has inspected the Premises, knows its condition, and understands that this License is granted without any representations or warranties whatsoever without any obligation on the part of FMERA.
3. Grantee will accept the Premises “as-is, where-is” and will not be responsible for making any improvements to the Premises.
4. This License is granted for a six (6) month term commencing on March ____, 2020. Grantee shall remove, within 30 days after termination of this License, all Grantee’s equipment and vehicles and any other personal property at the Premises, and if Grantee fails to do so, FMERA shall have the right to make such removal at Grantee’s expense.
5. Grantee covenants and agrees to, at all times, indemnify, protect and save harmless FMERA from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges, which FMERA may directly or indirectly suffer, sustain or be subject to by reason or on account of Grantee’s entry upon the Premises or the performance of the Activity by Grantee, its employees, officers, agents, consultants, or contracts, including, but not limited to, any attorney fees, costs of defense, judgments and damages which arise from or are in any way connected with the Grantee’s, its employees, officers, agents, consultants, or contractors entrance upon and use of the Premises or from the Activity. In the event of fire, water or any other damage to the Premises, FMERA shall not be liable for any loss or destruction of the contents stored by Grantee on the Premises at any point in time.
6. The consideration for this License will be the sum of ONE DOLLAR (\$1,00), receipt of which is hereby acknowledged.
7. Grantee agrees that any claims asserted against FMERA based in contract law in connection with this License shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and that any claims asserted against FMERA based in tort law in connection with this License shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1. et seq.

8. Grantee shall provide FMERA with proof of the following insurances prior to being provided access to the Property:
 - (a) Comprehensive General Liability policy (including insurance with respect to owned or operated motor vehicles which may be provided under a separate policy) as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an additional insured endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of Five Million (\$5,000,000) Dollars, except automobile liability may be at a minimum of One Million (\$1,000,000) Dollars, for each occurrence of bodily injury, death, and property damage liability. Seller shall be named an additional insured on this policy.
 - (b) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000) Dollars occupational disease.

9. Environmental Protection
 - (a) Grantee shall protect the Premises against pollution of its air, ground and water and shall comply with any laws, regulations, conditions, or instructions affecting the Activities hereby authorized if and when issued by the New Jersey Department of Environmental Protection ("NJDEP") or any federal, interstate or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the NJDEP, or any federal, interstate or local governmental agency are hereby made a condition of this License. Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
 - (b) Grantee will use all reasonable means available to protect the environment and natural resources of the Premises and where damage nonetheless occurs from Grantee's Activities, Grantee shall be liable to restore the damaged resources.
 - (c) Grantee shall not apply any pesticides or herbicides to the Premises.
 - (d) Groundwater Restriction. Grantee is hereby informed and acknowledges that the groundwater under the Premises has the potential to be affected by other Fort Monmouth ground water contamination. Grantee, its successors and assigns, shall not have access to or use the ground water underlying the Premises for drinking water purposes without the prior written approval of FMERA and the NJDEP.

10. Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall immediately notify FMERA and protect the site and the material from further disturbance.

11. All consultants, agents, assignees, contractors, subcontractors, officers, or employees of Grantee shall be covered by adequate Workers' Compensation.

Grantee agrees that it:

- (a) will not create any condition during or after the completion of the Activity, which violates any city, state, federal or other regulatory agency or is dangerous.
- (b) will not permit the creation of any liens affecting the Premises and shall promptly pay and discharge any claims or liabilities which may become a lien against the Premises.
- (c) Grantee acknowledges that this document is not a lease and therefore does not provide Grantee with the ability to sublease the building to a third-party tenant.

12. This document shall not be recorded.

The undersigned have full power and authority to bind Grantee and FEMRA to this Agreement.

ATTEST:

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

BRUCE STEADMAN
EXECUTIVE DIRECTOR

Dated: _____

ATTEST:

THE BOROUGH OF OCEANPORT

JOHN F. COFFEY, II
MAYOR

Dated: _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #13 TO THE BENJAMIN R. HARVEY CO.
CONTRACT FOR THE GENERAL CONTRACT FOR THE RENOVATION OF
EXISTING BUILDINGS FOR THE BOROUGH'S NEW MUNICIPAL COMPLEX**

Resolution #2020-107

04/2/20

WHEREAS, pursuant with adoption of Resolution #2019-171, the Borough of Oceanport awarded a contract to Benjamin R. Harvey Co., Inc. for the General Contract of the new municipal complex improvements project for the original sum of \$6,574,000.00; and

WHEREAS, Change Order #1 authorized an increase in the total contract amount to Six Million Six Hundred Five Thousand Eight hundred seventy-four dollars and sixty-six cents (\$6,605,874.66); and

WHEREAS, Change Order #2 authorized an increase in the total contract amount to Six Million Six Hundred Six Thousand Nine-hundred Ninety-three dollars and sixty-six cents (\$6,606,993.66); and

WHEREAS, Change Order #3 authorized an increase in the total contract amount to Six Million Six Hundred Sixteen Thousand Eight-hundred Fifty dollars and sixty-six cents (\$6,616,850.66); and

WHEREAS, Change Order #4 authorized an increase in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,647,064.66); and

WHEREAS, Change Order #5 authorized a decrease in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,646,439.66); and

WHEREAS, Change Order #6 authorized an increase in the total contract amount to Six Million Six Hundred Fifty-Six Thousand Twenty dollars and ninety cents (\$6,656,020.90); and

WHEREAS, Change Order #7 authorized a \$12,822.62 increase in the total contract amount to Six Million Six Hundred Sixty-eight Thousand Eight Hundred Forty-three dollars and fifty-two cents (\$6,668,843.52); and

WHEREAS, Change Order #8 authorized a \$22,500.00 decrease in the total contract amount to Six Million Six Hundred Forty-six Thousand Three Hundred Forty-three dollars and fifty-two cents (\$6,646,343.52); and

WHEREAS, Change Order #9 authorized a \$17,828.78 increase in the total contract amount to Six Million Six Hundred Sixty-four Thousand One Hundred Seventy-two dollars and thirty cents (\$6,664,172.30); and

WHEREAS, Change Order #10 authorized a \$5,371.38 increase in the total contract amount to Six Million Six Hundred Sixty-nine Thousand Five Hundred Forty-three dollars and sixty-eight cents (\$6,669,543.68); and

WHEREAS, Change Order #11 authorized a \$28,143.79 increase in the total contract to Six Million Six Hundred Ninety-seven Thousand Six Hundred Eighty-seven dollars and forty-seven cents (\$6,697,687.47); and

WHEREAS, Change Order #12 authorized a \$69,744.50 increase in the total contract to Six Million Seven Hundred Sixty-seven Thousand Four Hundred Thirty-one dollars and ninety-seven cents (\$6,767,431.97); and

WHEREAS, additional paving for the area outside of the Sallyport at the Police building along with a change in the curb line is needed; and

WHEREAS, The Goldstein Partnership has provided a detailed Change Order Request dated March 20, 2020 for Change Order #13 of the Contract to effectuate the changes in project scope for an increase of Thirteen thousand Two hundred thirty one dollars and ninety cents (\$13,231.90) for a total contract in the amount of Six Million Seven Hundred Eighty Thousand Six Hundred Sixty-three dollars and eighty-seven cents (\$6,780,663.87); and

WHEREAS, the Borough Administrator has executed the change order in accordance with the direction of the Planning & Development Committee that the proposed scope change for the project was necessary for the project pursuant to Resolution #2020-76; and

WHEREAS, available funds for Change Order #13 have been certified by the Chief Financial Officer from Account #04-215-55-474-007.

WHEREAS, based on the foregoing, the Governing Body has determined that it is necessary and appropriate to approve Change Order #13, in the amount of \$13,231.90.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport as follows:

1. Change Order #13 to increase the contract between the Borough of Oceanport and Benjamin R. Harvey Co., Inc. by \$13,231.90 is hereby ratified and affirmed.
2. The Borough Administrator is hereby authorized to sign the change order on behalf of the Borough.
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, have ascertained that there are sufficient uncommitted funds in Account #04-215-55-474-009 not to exceed \$13,231.90 for the above referenced contract change order.



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-107 was adopted by the Oceanport Governing Body at the Regular Meeting held April 2, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

CHANGE ORDER

Project: New Municipal Complex
BOROUGH OF OCEANPORT
Oceanport, NJ 07757

Change Order # General 13
Initiation Date: 3/20/20
Architect's Ref: OMB
Contract No.:
Contract Date: 10/21/19
Constr. Period: 365

Copies:
copiesVar

Contractor: William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

You are directed to make the following changes in this Contract:

SALLY PORT PAVING CHANGES:

Add to the paved area outside the Sallyport and change curb line as indicated in revision sketch SK-2.

Add \$ 13,231.90

The original Contract Sum.....	\$	6,574,000.00
Net change by previously authorized Change Orders.....	\$	193,431.83
The Contract Sum prior to this Change Order was.....	\$	6,767,431.83
The Contract Sum will be changed by this Change Order.....	\$	13,231.90
The new Contract Sum including this Change Order will be.....	\$	6,780,663.73
The Contract Time will be changed by.....	days	
The total change in the Date of Substantial Completion as of this C.O. is therefore.....	days	00.00

Authorized by ARCHITECT
Laura Berwind, RA
THE GOLDSTEIN PARTNERSHIP
515 Valley St., Suite 110, Maplewood,
NJ 07040

Authorized by: OWNER
Donna Phelps, B.A.
BOROUGH OF OCEANPORT
315 East Main Street
Oceanport, NJ 07757

By: *[Signature]* Date: 3/20/2020

Date: 3/20/2020

[Signature: Donna M. Phelps] Date: 3-23-2020

Agreed to by CONTRACTOR
William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

By: *[Signature]* Date: 3/23/20

Date: 3/23/20



CHANGE ORDER REQUEST

PROJECT: OCEANPORT
NEW MUNICIPAL COMPLEX

DATE: 1/7/2019
COR #: 49r1

DESCRIPTION OF WORK: SALLY PORT PAVING CHANGES

CONTRACTOR : BENJAMIN R. HARVEY CO., INC.

SUB -CONTRACTOR : TOM FARRELL

AMOUNT

Item #1

COST BREAKDOWNS:

(Please see attached Backup from THOMAS FARRELL CONTRACTING INC.)

Tom Farrell

\$11,506.00

WORK SUBTOTAL	\$11,506.00
BRH PROFIT 15%	\$1,725.90
SUB TOTAL	\$13,231.90

TOTAL CHANGE ORDER REQUEST:

\$13,231.90

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT

SIGNATURE FOR APPROVAL: _____

DATE: _____



BEN HARVEY

CONSTRUCTION

CHANGE ORDER REQUEST

PROJECT: OCEANPORT
NEW MUNICIPAL COMPLEX

DATE: 1/7/2019
COR #: 49

DESCRIPTION OF WORK: SALLY PORT PAVING CHANGES

CONTRACTOR : BENJAMIN R. HARVEY CO., INC.

SUB -CONTRACTOR : TOM FARRELL

AMOUNT

Item #1

COST BREAKDOWNS:

(Please see attached Backup from THOMAS FARRELL CONTRACTING INC.)

Tom Farrell

\$12,869.00

WORK SUBTOTAL	\$12,869.00
BRH PROFIT 5%	\$643.45
SUB TOTAL	\$13,512.45
BRH OVERHEAD 5%	\$675.62
SUB TOTAL	\$14,188.07
BOND 1.5%	\$212.82
SUB TOTAL	\$14,400.89

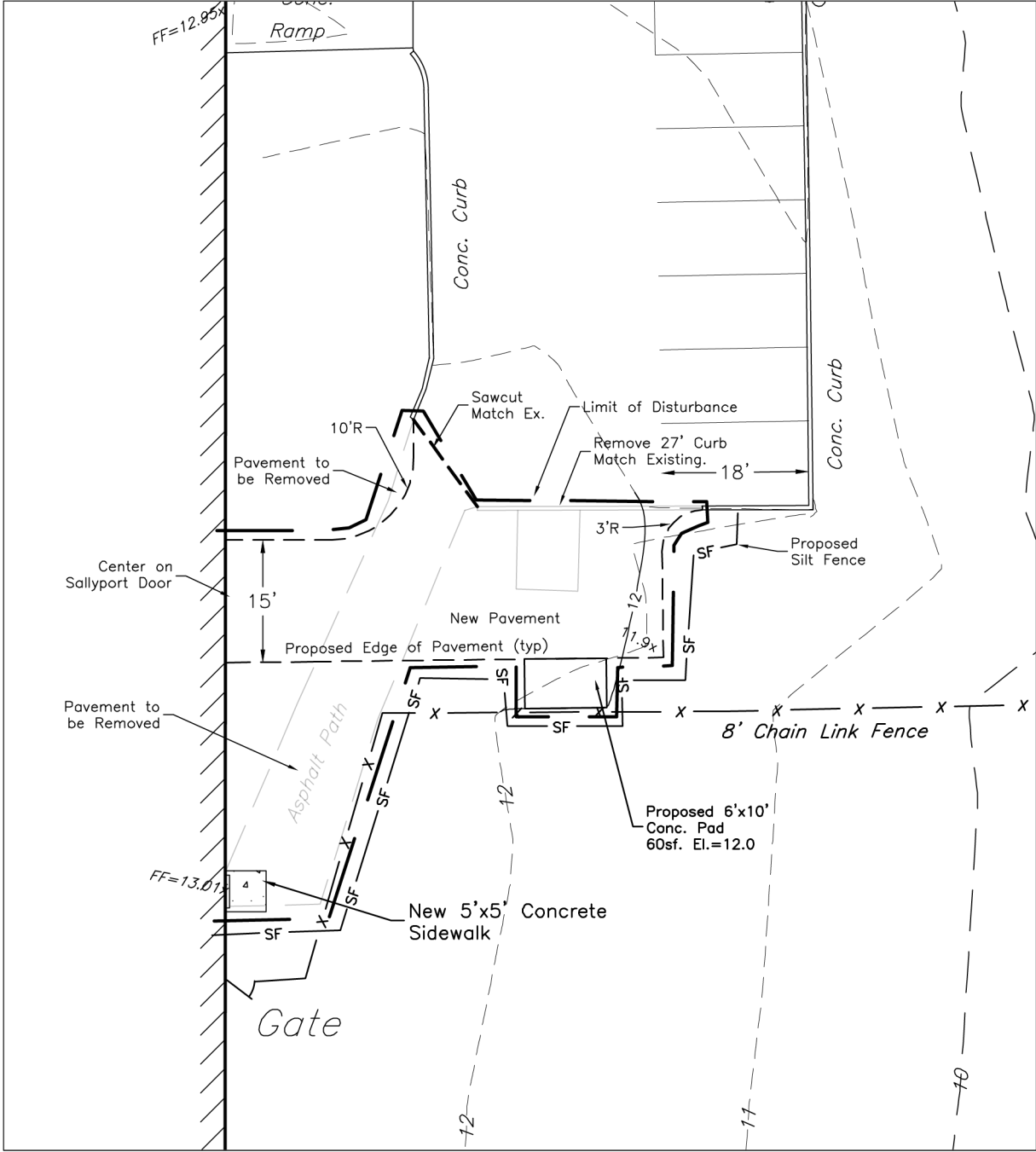
TOTAL CHANGE ORDER REQUEST:

\$14,400.89

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT

SIGNATURE FOR APPROVAL: _____

DATE: _____



Proposed Sallyport Pavement at Police Building.
Proposed Increase of Impervious: 352sf.

Roberts Engineering Group, LLC
December 17, 2019
TWP.
Scale: 1"=20'

NEW MUNICIPAL COMPLEX
THE BOROUGH OF OCEANPORT
OCEANPORT, NJ 07757

SALLY PORTE PAVEMENT

THE GOLDSTEIN PARTNERSHIP
ARCHITECTS

515 VALLEY STREET, SUITE 110, MAPLEWOOD, NJ 07040
TEL: 973-761-4550

COPYRIGHT © 2019 BY THE GOLDSTEIN PARTNERSHIP. ALL RIGHTS RESERVED.

SK-2

DWG.
NO.

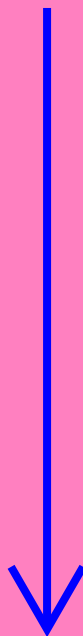
C-3

BASE SET
REF. DWG.

SCALE AS NOTED

THIS DRAWING IS INCOMPLETE UNLESS USED WITH ALL OTHER CONTRACT DOCUMENTS

TOM FARRELL BACKUP



Thomas Farrell Contracting Inc
 761 Shrewsbury Ave
 Shrewsbury, NJ 07702
 Contact: Tom Farrell III
 Tel: 732-741-5802 Fax: 732-741-5860

Project: Oceanport Municipal Complex

Project Location: Murphy Drive & Razor Ave Oceanport NJ

Change Order Number: CHATHOOCE43830

Change Order Date: 12/31/19

PAY ITEM	QTY	UNIT	Unit Price	TOTAL
SELECTIVE SITE DEMOLITION				\$ 3,458.00
ADD 4" thk Asphalt Pavement Full Depth Removal	601	SF	\$1.00	\$601.00
ADD 6" thk Concrete Pad Removal	78	SF	\$3.00	\$234.00
ADD Concrete Removal: Curb	27	LF	\$8.00	\$216.00
ADD Fence	81	LF	\$7.00	\$567.00
ADD Sawcutting	41	LF	\$5.00	\$205.00
ADD Disposal Offsite, Dumpsters, 20 CY	1	EA	\$600.00	\$600.00
ADD Disposal Offsite, Hauling, Asphalt Only	7	CY	\$55.00	\$385.00
ADD Disposal Offsite, Hauling, Concrete Only	2	CY	\$55.00	\$110.00
ADD Clearing & Grubbing: Open Areas/Lawns	0.03	AC	\$18,000.00	\$540.00
EARTH MOVING				\$ 2,405.50
ADD Strip & Stockpile Topsoil in Open Areas/Lawns Areas 4"thk	13	CY	\$5.00	\$65.00
ADD Site Cuts for Export	46	CY	\$6.00	\$276.00
ADD Spoils, Export Offsite	46	CY	\$30.00	\$1,380.00
ADD Rough Grade Site	197	SY	\$1.00	\$197.00
ADD Topsoil Spread in Landscape & Lawns Areas 5" thk	11	CY	\$12.00	\$132.00
ADD Spoils, Export Offsite	2	CY	\$30.00	\$60.00
ADD Fine Grade Landscape/Lawn Areas	78	SY	\$1.50	\$117.00
ADD Fine Grade Asphalt Pavement Areas	109	SY	\$1.50	\$163.50
ADD Fine Grade Site Concrete Areas	10	SY	\$1.50	\$15.00
EARTH MOVING				\$ (151.50)
DEDUCT Strip & Stockpile Topsoil in Open Areas/Lawns Areas 4"thk	(3)	CY	\$5.00	-\$15.00
DEDUCT Spoils, Export Offsite	(3)	CY	\$30.00	-\$90.00
DEDUCT Fine Grade Asphalt Pavement Areas	(31)	SY	\$1.50	-\$46.50
EROSION AND SEDIMENTATION CONTROLS				\$ 600.00
ADD Silt Fence	200	LF	\$3.00	\$600.00
ASPHALT PAVEMENT				\$ 6,323.00
ADD Sallyport Drive Extension HMA Surface Course I-5 2"	13	TN	\$130.00	\$1,690.00
ADD Sallyport Drive Extension HMA Base Course I-2 4"	24	TN	\$130.00	\$3,120.00
ADD Sallyport Drive Extension DGA Subbase 6"	37	TN	\$35.00	\$1,295.00

ADD	Sallyport Drive Extension Tack Coat	109	SY	\$2.00	\$218.00
ADD	Sallyport Drive Extension Pavement Sealer	109	SY	\$0.00	\$0.00

ASPHALT PAVEMENT**\$ (2,094.00)**

DEDUCT	Sallyport Drive Extension HMA Surface Course 2"	(4)	TN	\$130.00	-\$520.00
DEDUCT	Sallyport Drive Extension HMA Base Course 4"	(7)	TN	\$130.00	-\$910.00
DEDUCT	Sallyport Drive Extension DGA Subbase 6"	(11)	TN	\$35.00	-\$385.00
DEDUCT	Sallyport Drive Extension Tack Coat	(31)	SY	\$2.00	-\$62.00
DEDUCT	Sallyport Drive Extension Pavement Sealer	(31)	SY	\$7.00	-\$217.00

CONCRETE PAVEMENT**\$ 965.00**

ADD	Pad 6 inches 4000 psi w/ 6X6-10/10 WWM	60	SF	\$11.00	\$660.00
ADD	Pad 6 inches DGA subbase	2	TN	\$35.00	\$70.00
ADD	Sidewalks 4 inches 4000 psi w/ No Reinforcement	25	SF	\$8.00	\$200.00
ADD	Sidewalks 6 inches DGA subbase	1	TN	\$35.00	\$35.00

\$11,506.00 \$ 11,506.00**GENERAL SCOPE OF WORK NOTES & CLARIFICATIONS**

Asphalt prices are based on the current NJDOT Asphalt Index JUL 2019 price of 503 per ton and shall be adjusted to meet actual index during construction .

In case of discrepancies between plans or relative to other plans, the site plan will take precedence.

Layout is included for this scope of work only from benchmarks provided by others.

LABOR & SALES TAX

Prevailing wage rates have been included.

Sales tax is EXCLUDED.

ISSUED DRAWING & SPECIFICATION LIST

SK-2 C-3 SALLY PORTE PAVEMENT Dated 12/18/19

NO SPECIFICATIONS HAVE BEEN RECEIVED

NO GEOTECHNICAL REPORT HAS BEEN RECEIVED

NO ADDENDUMS HAVE BEEN RECEIVED

NO RFI'S HAVE BEEN RECEIVED

BY ENGINEER

The Goldstein Partnership
515 Valley St Suite 110
Maplewood, NJ 07040
Tel: 973-761-4550

Thomas Farrell Contracting Inc
 761 Shrewsbury Ave
 Shrewsbury, NJ 07702
 Contact: Tom Farrell III
 Tel: 732-741-5802 Fax: 732-741-5860

Project: Oceanport Municipal Complex
 Project Location: Murphy Drive & Razor Ave Oceanport NJ
 Change Order Number: CHATHOOCE43830
 Change Order Date: 12/31/19

PAY ITEM	QTY	UNIT	Unit Price	TOTAL
SELECTIVE SITE DEMOLITION				\$ 4,058.00
ADD 4" thk Asphalt Pavement Full Depth Removal	601	SF	\$1.00	\$601.00
ADD 6" thk Concrete Pad Removal	78	SF	\$3.00	\$234.00
ADD Concrete Removal: Curb	27	LF	\$8.00	\$216.00
ADD Fence	81	LF	\$7.00	\$567.00
ADD Sawcutting	41	LF	\$5.00	\$205.00
ADD Disposal Offsite, Dumpsters, 20 CY	1	EA	\$1,200.00	\$1,200.00
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ADD Clearing & Grubbing: Open Areas/Lawns	0.03	AC	\$18,000.00	\$540.00
EARTH MOVING				\$ 2,405.50
ADD Strip & Stockpile Topsoil in Open Areas/Lawns Areas 4"thk	13	CY	\$5.00	\$65.00
ADD Site Cuts for Export	46	CY	\$6.00	\$276.00
ADD Spoils, Export Offsite	46	CY	\$30.00	\$1,380.00
ADD Rough Grade Site	197	SY	\$1.00	\$197.00
ADD Topsoil Spread in Landscape & Lawns Areas 5" thk	11	CY	\$12.00	\$132.00
ADD Spoils, Export Offsite	2	CY	\$30.00	\$60.00
ADD Fine Grade Landscape/Lawn Areas	78	SY	\$1.50	\$117.00
ADD Fine Grade Asphalt Pavement Areas	109	SY	\$1.50	\$163.50
ADD Fine Grade Site Concrete Areas	10	SY	\$1.50	\$15.00
EARTH MOVING				\$ (151.50)
DEDUCT Strip & Stockpile Topsoil in Open Areas/Lawns Areas 4"thk	(3)	CY	\$5.00	-\$15.00
DEDUCT Spoils, Export Offsite	(3)	CY	\$30.00	-\$90.00
DEDUCT Fine Grade Asphalt Pavement Areas	(31)	SY	\$1.50	-\$46.50
EROSION AND SEDIMENTATION CONTROLS				\$ 600.00
ADD Silt Fence	200	LF	\$3.00	\$600.00
ASPHALT PAVEMENT				\$ 7,086.00
ADD Sallyport Drive Extension HMA Surface Course I-5 2"	13	TN	\$130.00	\$1,690.00
ADD Sallyport Drive Extension HMA Base Course I-2 4"	24	TN	\$130.00	\$3,120.00
ADD Sallyport Drive Extension DGA Subbase 6"	37	TN	\$35.00	\$1,295.00

ADD	Sallyport Drive Extension Tack Coat	109	SY	\$2.00	\$218.00
ADD	Sallyport Drive Extension Pavement Sealer	109	SY	\$7.00	\$763.00

ASPHALT PAVEMENT**\$ (2,094.00)**

DEDUCT	Sallyport Drive Extension HMA Surface Course 2"	(4)	TN	\$130.00	-\$520.00
DEDUCT	Sallyport Drive Extension HMA Base Course 4"	(7)	TN	\$130.00	-\$910.00
DEDUCT	Sallyport Drive Extension DGA Subbase 6"	(11)	TN	\$35.00	-\$385.00
DEDUCT	Sallyport Drive Extension Tack Coat	(31)	SY	\$2.00	-\$62.00
DEDUCT	Sallyport Drive Extension Pavement Sealer	(31)	SY	\$7.00	-\$217.00

CONCRETE PAVEMENT**\$ 965.00**

ADD	Pad 6 inches 4000 psi w/ 6X6-10/10 WWM	60	SF	\$11.00	\$660.00
ADD	Pad 6 inches DGA subbase	2	TN	\$35.00	\$70.00
ADD	Sidewalks 4 inches 4000 psi w/ No Reinforcement	25	SF	\$8.00	\$200.00
ADD	Sidewalks 6 inches DGA subbase	1	TN	\$35.00	\$35.00

\$12,869.00 \$ 12,869.00**GENERAL SCOPE OF WORK NOTES & CLARIFICATIONS**

Asphalt prices are based on the current NJDOT Asphalt Index JUL 2019 price of 903 per ton and shall be adjusted to meet actual index during construction .

In case of discrepancies between plans or relative to other plans, the site plan will take precedence.

Layout is included for this scope of work only from benchmarks provided by others.

LABOR & SALES TAX

Prevailing wage rates have been included.

Sales tax is EXCLUDED.

ISSUED DRAWING & SPECIFICATION LIST

SK-2 C-3 SALLY PORTE PAVEMENT Dated 12/18/16

NO SPECIFICATIONS HAVE BEEN RECEIVED

NO GEOTECHNICAL REPORT HAS BEEN RECEIVED

NO ADDENDUMS HAVE BEEN RECEIVED

NO RFI'S HAVE BEEN RECEIVED

BY ENGINEER

The Goldstein Partnership
515 Valley St Suite 110
Maplewood, NJ 07040
Tel: 973-761-4550

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #14 TO THE BENJAMIN R. HARVEY CO.
CONTRACT FOR THE GENERAL CONTRACT FOR THE RENOVATION OF
EXISTING BUILDINGS FOR THE BOROUGH'S NEW MUNICIPAL COMPLEX**

**Resolution #2020-108
04/2/20**

WHEREAS, pursuant with adoption of Resolution #2019-171, the Borough of Oceanport awarded a contract to Benjamin R. Harvey Co., Inc. for the General Contract of the new municipal complex improvements project for the original sum of \$6,574,000.00; and

WHEREAS, Change Order #1 authorized a \$25,875.68 increase in the total contract amount to Six Million Six Hundred Five Thousand Eight hundred seventy-four dollars and sixty-six cents (\$6,605,874.66) for replacement of certain areas of sidewalks, curbing and blacktop; and

WHEREAS, Change Order #2 authorized a \$1,119.00 increase in the total contract amount to Six Million Six Hundred Six Thousand Nine-hundred Ninety-three dollars and sixty-six cents (\$6,606,993.66) for the clean out and infill of an existing unidentified sump pit from bottom of sump to top of sump with lean concrete located near Building 977; and

WHEREAS, Change Order #3 authorized a \$9,857.00 increase in the total contract amount to Six Million Six Hundred Sixteen Thousand Eight-hundred Fifty dollars and sixty-six cents (\$6,616,850.66) for the removal, disposal and replacement of existing plumbing fixtures in the municipal building (901) originally intended for re-purpose; and

WHEREAS, Change Order #4 authorized a \$30,214.00 increase in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,647,064.66) to provide for the demolition and removal of a reinforced concrete vault and associated repairs in the proposed municipal building (901); and

WHEREAS, Change Order #5 authorized a \$625 decrease in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,646,439.66) by removal of a proposed project sign; and

WHEREAS, Change Order #6 authorized a \$9,581.24 increase in the total contract amount to Six Million Six Hundred Fifty-Six Thousand Twenty dollars and ninety cents (\$6,656,020.90) for additional sanitary piping below the slab for the OEM portion of Building 977 to remove and be replaced with new the under slab sanitary piping for the new toilet rooms; and

WHEREAS, Change Order #7 authorized a \$12,822.62 increase in the total contract amount to Six Million Six Hundred Sixty-eight Thousand Eight Hundred Forty-three dollars and fifty-two cents (\$6,668,843.52) for the repair CMU wall and window surrounds damaged by asbestos abatement contractor during removals at the police building; and

WHEREAS, Change Order #8 authorized a \$22,500.00 decrease in the total contract amount to Six Million Six Hundred Forty-six Thousand Three Hundred Forty-three dollars and fifty-two cents (\$6,646,343.52) from modifications to the electrical scope of work to upgrade new electric panel board in police building, provide acoustical enclosure for generator and relocate MDP; and

WHEREAS, Change Order #9 authorized a \$17,828.78 increase in the total contract amount to Six Million Six Hundred Sixty-four Thousand One Hundred Seventy-two dollars and thirty cents (\$6,664,172.30) to expand cell #2 and change fixture to ADA compliant detention fixture per the request of the Department of Corrections at the police building; and

WHEREAS, Change Order #10 authorized a \$5,371.38 increase in the total contract amount to Six Million Six Hundred Sixty-nine Thousand Five Hundred Forty-three dollars and sixty-eight cents (\$6,669,543.68) to demolish and remove an existing utility pole and bollards from the driveway at the police building; and

WHEREAS, Change Order #11 authorized a \$28,143.79 increase in the total contract to Six Million Six Hundred Ninety-seven Thousand Six Hundred Eighty-seven dollars and forty-seven cents (\$6,697,687.47) for additional masonry walls in cell block that will require demolition and removal of existing metal cell walls/bars and surround furring and finish and install new CMU block walls in same locations at the police building; and

WHEREAS, Change Order #12 authorized a \$69,744.50 increase in the total contract to Six Million Seven Hundred Sixty-seven Thousand Four Hundred Thirty-one dollars and ninety-seven cents (\$6,767,431.97) to furnish and install a NJAWC Hot Box per the NJAWC standards including required electric, fire alarm, tamper switch and flow switch and to extend new water line and sewer lines into the DPW building; and

WHEREAS, Change Order #13 authorized a \$13,231.90 increase in the total contract to Six Million Seven Hundred Eighty Thousand Six Hundred Sixty-three dollars and eighty-seven cents (\$6,780,663.87) for additional paving and curb work outside the Police Department Sally port; and

WHEREAS, it has been determined that it is more cost efficient to expand the demolition in the Police building to include all spaces in the south wing except for the former locker rooms scheduled to become storage and the Fitness Room rather than at a future date; and

WHEREAS, The Goldstein Partnership has provided a detailed Change Order Request dated March 20, 2020 for Change Order #14 of the Contract to effectuate the changes in project scope for an increase of Seventy seven thousand Six hundred seventy one dollars and zero cents (\$77,671.00) for a total contract in the amount of Six Million Eight Hundred Fifty-eight Thousand Three Hundred Thirty-four dollars and eighty-seven cents (\$6,858,334.87); and

WHEREAS, the Borough Administrator has executed the change order in accordance with the direction of the Planning & Development Committee that the proposed scope change for the project was necessary for the project pursuant to Resolution #2020-76; and

WHEREAS, available funds for Change Order #14 have been certified by the Chief Financial Officer from Account #04-215-55-474-007.

WHEREAS, based on the foregoing, the Governing Body has determined that it is necessary and appropriate to approve Change Order #14, in the amount of \$77,671.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport as follows:

1. Change Order #14 to increase the contract between the Borough of Oceanport and Benjamin R. Harvey Co., Inc. by \$77,671.00 is hereby ratified and affirmed.
2. The Borough Administrator is authorized to sign the change order on behalf of the Borough.
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, have ascertained that there are sufficient uncommitted funds in Account #04-215-55-474-009 not to exceed \$77,671.00 for the above referenced contract change order.



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-108 was adopted by the Oceanport Governing Body at the Regular Meeting held April 2, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

CHANGE ORDER

Project: New Municipal Complex
BOROUGH OF OCEANPORT
Oceanport, NJ 07757

Change Order # General 14
Initiation Date: 3/20/20
Architect's Ref: OMB
Contract No.:
Contract Date: 10/21/19
Constr. Period: 365

Copies:
copiesVar

Contractor: William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

You are directed to make the following changes in this Contract:
DEMOLITION AT POLICE SOUTH WING:

Expand demolition in the Police building to include all spaces in the south wing except for the former locker rooms scheduled to become Storage and the Fitness Room. As this change order request was approved by the municipality prior to review by The Goldstein Partnership, the total sum includes quantities and costs The Goldstein Partnership believes to be excessive for the work included. The Goldstein Partnership is executing this change order, in the sum indicated, per the request of the municipality.

Add \$ 77,671.00

The original Contract Sum.....	\$	6,574,000.00
Net change by previously authorized Change Orders.....	\$	206,663.73
The Contract Sum prior to this Change Order was.....	\$	6,780,663.73
The Contract Sum will be changed by this Change Order.....	\$	77,671.00
The new Contract Sum including this Change Order will be.....	\$	6,858,334.73
The Contract Time will be changed by.....	days	
The total change in the Date of Substantial Completion as of this C.O. is therefore.....	00.00 days	

Authorized by ARCHITECT
Laura Berwind, RA
THE GOLDSTEIN PARTNERSHIP
515 Valley St., Suite 110, Maplewood,
NJ 07040

Authorized by: OWNER
Donna Phelps, B.A.
BOROUGH OF OCEANPORT
315 East Main Street
Oceanport, NJ 07757

By: *W. Coyne* Date: 3/20/2020

Donna M. Phelps 3-23-2020

Agreed to by CONTRACTOR
William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

By: *W. Coyne* Date: 3/23/20



CHANGE ORDER REQUEST

PROJECT: OCEANPORT
NEW MUNICIPAL COMPLEX

DATE: 1/8/2019
COR #: 52

DESCRIPTION OF WORK: Demolish Partitions and Jail Cells in Unoccupied Space of Police Building

CONTRACTOR : BENJAMIN R. HARVEY CO., INC.

SUB -CONTRACTOR : Rosario & Regency

AMOUNT

Item #1

COST BREAKDOWNS: Demolition of Walls detailed on Attached Drawing \$62,500.00
(Please see attached Backup from Rosario Demolition)

Item #2

COST BREAKDOWNS: Demolition of Walls detailed on Attached Drawing \$5,040.00
(Please see attached Backup from Rosario Demolition)

WORK SUBTOTAL	\$67,540.00
BRH PROFIT 15%	\$10,131.00
SUB TOTAL	\$77,671.00

TOTAL CHANGE ORDER REQUEST:

\$77,671.00

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT

SIGNATURE FOR APPROVAL: _____ **DATE:** _____



BEN HARVEY

CONSTRUCTION

CHANGE ORDER REQUEST

PROJECT: OCEANPORT
NEW MUNICIPAL COMPLEX

DATE: 1/8/2019
COR #: 52

DESCRIPTION OF WORK: Demolish Partitions and Jail Cells in Unoccupied Space of Police Building

CONTRACTOR : BENJAMIN R. HARVEY CO., INC.

SUB -CONTRACTOR : Rosario & Regency

AMOUNT

Item #1

COST BREAKDOWNS: Demolition of Walls detailed on Attached Drawing \$65,000.00
(Please see attached Backup from Rosario Demolition)

Item #2

COST BREAKDOWNS: Demolition of Walls detailed on Attached Drawing \$5,040.00
(Please see attached Backup from Rosario Demolition)

WORK SUBTOTAL	\$70,040.00
BRH PROFIT 5%	\$3,502.00
SUB TOTAL	\$73,542.00
BRH OVERHEAD 5%	\$3,677.10
SUB TOTAL	\$77,219.10
BOND 1.5%	\$1,158.29
SUB TOTAL	\$78,377.39

TOTAL CHANGE ORDER REQUEST:

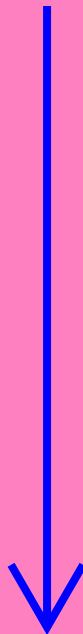
\$78,377.39

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT

SIGNATURE FOR APPROVAL: _____

DATE: _____

ROSARIO BACKUP



ROSARIO CONTRACTING CORP.

MBE•SBE CLASSIFIED

BONDED & INSURED

Craig Polizzi

Estimator

Benjamin R. Harvey Company

9 Cindy Lane Ocean NJ 07712

732-493-2300 Ex25

Fax 732-493-2305

Cell 732-673-2021

cpolizzi@bharveyco.com

RE: Oceanport Municipal

Rosario Contracting Corp (RCC) will supply labor, material and equipment for the following:

Scope

1. Remove all partitions, Acoustical ceilings and finishes in un-used area in Police building.
2. Provide dumpsters and disposal.

Exclusions

- All MEP disconnects by others.
- No hazardous material removal.
- No coring.
- No backfill.
- Not responsible for any permits.

Notes

Any material changes, such as but not limited to, removal of scrap metal, aluminum, copper and adding extra debris on site, will cause an increase in bid price.

Rosario Contracting Corp. will perform the above services for the sum of:

Sixty Five Thousand Dollars

~~\$ 65,000.00~~

\$62,500.00

PAYMENT TERMS: 10% upon mobilization
Balance due on completion

The terms of this proposal will be void in thirty (30) days.

Thank you for the opportunity to submit this proposal. Any questions, please contact Joe Rosario @ 732-768-5669.

Regards,

Rosario Contracting

Date

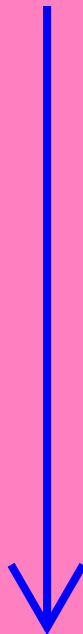
Benjamin R. Harvey Co.

1/7/20

P.O. BOX 420
LONG BRANCH, NJ
07740
USA

PHONE 732-222-1455
FAX 732-222-4155
EMAIL rosariomazzacorp@aol.com
WEB SITE rosariocontracting.com

REGENCY BACKUP



REGENCY DRYWALL INC.

CHANGE ORDER REQUEST

PROJECT: Oceanport

Date: 12/8/2020

Oceanport, New Jersey

Change request: 1

DESCRIPTION OF WORK: Frame and Sheet rock with sound Insulation wall detailed on attached plan

AMOUNT

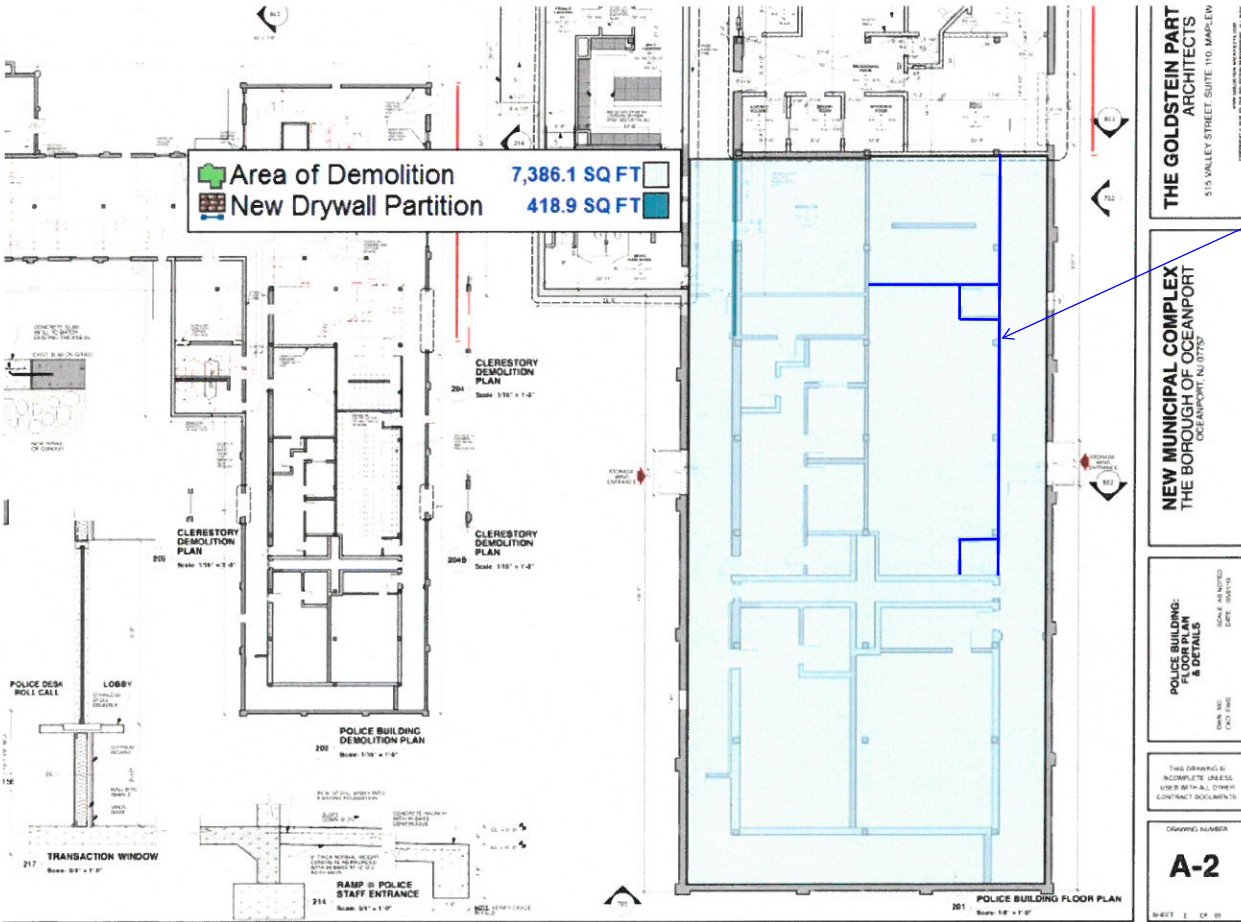
Frame Walls in Police Building

\$4,363.00

WORK SUBTOTAL	\$4,363.00
REGENCY PROFIT 10%	\$ 436.30
TOTAL	\$ 4,799.30
REGENCY OVERHEAD 5%	\$ 239.97
TOTAL	\$ 5,039.27

SIGNATURE: _____

DATE: _____



THE GOLDSTEIN PART
ARCHITECTS
515 VALLEY STREET SUITE 110 MAPLEW

NEW MUNICIPAL COMPLEX
THE BOROUGH OF OCEANPORT
OCEANPORT, NJ 07070

POLICE BUILDING
FLOOR PLAN
& DETAILS
DATE: 08/14/2018
BY: J. J. J.

THIS DRAWING IS
INCOMPLETE UNLESS
USED WITH ALL OTHER
CONTRACT DOCUMENTS

DRAWING NUMBER

A-2

08/14/2018 11:00 AM

VALUE ENGINEERING:
REDUCE SCOPE OF DEMOLITION
TO LEAVE DARK BLUE
HIGHLIGHTED WALLS
CONSTRUCTED OF LIGHT GAUGE
METAL AND DRYWALL IN PLACE

Measurement Type : Imperial

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #15 TO THE BENJAMIN R. HARVEY CO.
CONTRACT FOR THE GENERAL CONTRACT FOR THE RENOVATION OF
EXISTING BUILDINGS FOR THE BOROUGH'S NEW MUNICIPAL COMPLEX**

Resolution #2020-109

04/2/20

WHEREAS, pursuant with adoption of Resolution #2019-171, the Borough of Oceanport awarded a contract to Benjamin R. Harvey Co., Inc. for the General Contract of the new municipal complex improvements project for the original sum of \$6,574,000.00; and

WHEREAS, Change Order #1 authorized a \$25,875.68 increase in the total contract amount to Six Million Six Hundred Five Thousand Eight hundred seventy-four dollars and sixty-six cents (\$6,605,874.66) for replacement of certain areas of sidewalks, curbing and blacktop; and

WHEREAS, Change Order #2 authorized a \$1,119.00 increase in the total contract amount to Six Million Six Hundred Six Thousand Nine-hundred Ninety-three dollars and sixty-six cents (\$6,606,993.66) for the clean out and infill of an existing unidentified sump pit from bottom of sump to top of sump with lean concrete located near Building 977; and

WHEREAS, Change Order #3 authorized a \$9,857.00 increase in the total contract amount to Six Million Six Hundred Sixteen Thousand Eight-hundred Fifty dollars and sixty-six cents (\$6,616,850.66) for the removal, disposal and replacement of existing plumbing fixtures in the municipal building (901) originally intended for re-purpose; and

WHEREAS, Change Order #4 authorized a \$30,214.00 increase in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,647,064.66) to provide for the demolition and removal of a reinforced concrete vault and associated repairs in the proposed municipal building (901); and

WHEREAS, Change Order #5 authorized a \$625 decrease in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,646,439.66) by removal of a proposed project sign; and

WHEREAS, Change Order #6 authorized a \$9,581.24 increase in the total contract amount to Six Million Six Hundred Fifty-Six Thousand Twenty dollars and ninety cents (\$6,656,020.90) for additional sanitary piping below the slab for the OEM portion of Building 977 to remove and be replaced with new the under slab sanitary piping for the new toilet rooms; and

WHEREAS, Change Order #7 authorized a \$12,822.62 increase in the total contract amount to Six Million Six Hundred Sixty-eight Thousand Eight Hundred Forty-three dollars and fifty-two cents (\$6,668,843.52) for the repair CMU wall and window surrounds damaged by asbestos abatement contractor during removals at the police building; and

WHEREAS, Change Order #8 authorized a \$22,500.00 decrease in the total contract amount to Six Million Six Hundred Forty-six Thousand Three Hundred Forty-three dollars and fifty-two cents (\$6,646,343.52) from modifications to the electrical scope of work to upgrade new electric panel board in police building, provide acoustical enclosure for generator and relocate MDP; and

WHEREAS, Change Order #9 authorized a \$17,828.78 increase in the total contract amount to Six Million Six Hundred Sixty-four Thousand One Hundred Seventy-two dollars and thirty cents (\$6,664,172.30) to expand cell #2 and change fixture to ADA compliant detention fixture per the request of the Department of Corrections at the police building; and

WHEREAS, Change Order #10 authorized a \$5,371.38 increase in the total contract amount to Six Million Six Hundred Sixty-nine Thousand Five Hundred Forty-three dollars and sixty-eight cents (\$6,669,543.68) to demolish and remove an existing utility pole and bollards from the driveway at the police building; and

WHEREAS, Change Order #11 authorized a \$28,143.79 increase in the total contract to Six Million Six Hundred Ninety-seven Thousand Six Hundred Eighty-seven dollars and forty-seven cents (\$6,697,687.47) for additional masonry walls in cell block that will require demolition and removal of existing metal cell walls/bars and surround furring and finish and install new CMU block walls in same locations at the police building; and

WHEREAS, Change Order #12 authorized a \$69,744.50 increase in the total contract to Six Million Seven Hundred Sixty-seven Thousand Four Hundred Thirty-one dollars and ninety-seven cents (\$6,767,431.97) to furnish and install a NJAWC Hot Box per the NJAWC standards including required electric, fire alarm, tamper switch and flow switch and to extend new water line and sewer lines into the DPW building; and

WHEREAS, Change Order #13 authorized a \$13,231.90 increase in the total contract to Six Million Seven Hundred Eighty Thousand Six Hundred Sixty-three dollars and eighty-seven cents (\$6,780,663.87) for additional paving and curb work outside the Police Department Sally port; and

WHEREAS, Change Order #14 authorized a \$77,671.00 increase in the total contract to Six Million Eight Hundred Fifty-eight Thousand Three Hundred Thirty-four dollars and eighty-seven cents (\$6,858,334.87) to expand the demolition in the Police building to include all spaces in the south wing except for the former locker rooms scheduled to become storage and the Fitness Room rather than at a future date; and

WHEREAS, there is a need for additional mold remediation in the police building; and

WHEREAS, The Goldstein Partnership has provided a detailed Change Order Request dated March 20, 2020 for Change Order #15 of the Contract to effectuate the changes in project scope for an increase of Sixty eight thousand One hundred seventy ninety-six dollars and twenty-nine cents (\$68,196.29) for a total contract in the amount of Six Million Nine Hundred Twenty-six Thousand Five Hundred Thirty-one dollars and sixteen cents (\$6,926,531.16); and

WHEREAS, the Borough Administrator has executed the change order in accordance with the direction of the Planning & Development Committee that the proposed scope change for the project was necessary for the project pursuant to Resolution #2020-76; and

WHEREAS, available funds for Change Order #15 have been certified by the Chief Financial Officer from Account #04-215-55-474-007.

WHEREAS, based on the foregoing, the Governing Body has determined that it is necessary and appropriate to approve Change Order #15, in the amount of \$68,196.29.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport as follows:

1. Change Order #15 to increase the contract between the Borough of Oceanport and Benjamin R. Harvey Co., Inc. by \$68,196.29 is hereby ratified and affirmed.
2. The Borough Administrator is authorized to sign the change order on behalf of the Borough.
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, have ascertained that there are sufficient uncommitted funds in Account #04-215-55-474-009 not to exceed \$68,196.29 for the above referenced contract change order.


Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-109 was adopted
by the Oceanport Governing Body at the Regular Meeting held
April 2, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

CHANGE ORDER

Project: New Municipal Complex
BOROUGH OF OCEANPORT
Oceanport, NJ 07757

Change Order # General 15
Initiation Date: 3/20/20
Architect's Ref: OMB
Contract No.:
Contract Date: 10/21/19
Constr. Period: 365
Copies: copiesVar

Contractor: William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

You are directed to make the following changes in this Contract:

POLICE BUILDING MOLD REMEDIATION:

As this change order request is for mold remediation work which is beyond the scope of The Goldstein Partnership's contract, it has not been reviewed for quantities or costs. Additionally, as no mapping of mold affected areas has occurred in the building, it is likely that the work included is in excess of what is required for remediation purposes alone. The Goldstein Partnership is executing this change order, in the sum indicated, per the request of the municipality.

Add \$ 68,196.29

The original Contract Sum.....	\$	6,574,000.00
Net change by previously authorized Change Orders.....	\$	284,334.73
The Contract Sum prior to this Change Order was.....	\$	6,858,334.73
The Contract Sum will be changed by this Change Order.....	\$	68,196.29
The new Contract Sum including this Change Order will be.....	\$	6,926,531.02
The Contract Time will be changed by.....	days	
The total change in the Date of Substantial Completion as of this C.O. is therefore.....	00.00 days	

Authorized by ARCHITECT
Laura Berwind, RA
THE GOLDSTEIN PARTNERSHIP
515 Valley St., Suite 110, Maplewood,
NJ 07040

Authorized by: OWNER
Donna Phelps, B.A.
BOROUGH OF OCEANPORT
315 East Main Street
Oceanport, NJ 07757

By: *[Signature]* Date: 3/20/2020

[Signature] Date: 3-23-2020

Agreed to by CONTRACTOR
William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

By: *[Signature]* Date: 3/23/20



CHANGE ORDER REQUEST

PROJECT: OCEANPORT
NEW MUNICIPAL COMPLEX

DATE: 12/20/2020

COR #: 14

DESCRIPTION OF WORK: DEMO, DRYWALL, INSULATION, MOLD, FRAMING, ETC.

CONTRACTOR: BENJAMIN R. HARVEY CO., INC.

SUB-CONTRACTOR: ROSARIO DEMOLITION - REGENCY DRYWALL - ALL PRO MANAGEMENT

AMOUNT

POLICE BUILDING SEE ATTACHED HIGHLIGHTED DRAWING DETAILING AREAS UNDER CONSIDERATION

Item #1

COST BREAKDOWNS: REMOVE & DISPOSE OF EXISTING PERIMETER WOOD FRAMED WALLS INCLUDING DRYWALL AND INSULATION

3,700	SF	@	\$3.00	PSF	=	\$11,100.00	\$11,100.00
(See Rosario Attached Backup)							

Item #2

COST BREAKDOWNS: FURNISH AND INSTALL NEW 20 GAUGE STEEL FRAMING, INSULATION, DRYWALL TAPE AND SPACKLE

4,033	SF	@	\$8.00	PSF + P&O	=	\$32,264.00	\$37,264.92
(See Regency Attached Backup)							

Item #3

COST BREAKDOWNS: FURNISH AND INSTALL MOLD KILLER AT EXTERIOR WALLS FROM FLOOR TO CEILING ON INTERIOR OF EXTERIOR WALL SURFACES. REPEAT PROCESS 3 DAYS LATER WITH MOLD ENCAPSULATOR

5,870.00	SF	@	\$2.10	PSF	=	\$12,327.00	\$12,327.00
(See All Pro Attached Backup - No Warranty or Guarantee Expressed or Implied)							

Item #4

COST BREAKDOWNS: ASBESTOS TESTING TO VERIFY EXISTING MATERIALS WERE NOT ASBESTOS

							\$250.00
(See All Pro Attached Backup)							

WORK SUBTOTAL	\$60,941.92
BRH PROFIT 5%	\$3,047.10
SUB TOTAL	\$63,989.02
BRH OVERHEAD 5%	\$3,199.45
SUB TOTAL	\$67,188.47
BOND 1.5%	\$1,007.83
SUB TOTAL	\$68,196.29

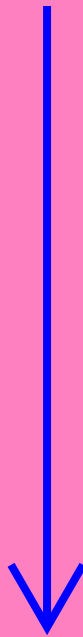
TOTAL CHANGE ORDER REQUEST: \$68,196.29

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT

SIGNATURE FOR APPROVAL: _____

DATE: _____

ROSARIO DEMOLITION BACKUP



ROSARIO CONTRACTING CORP.

MCXXXXXXXXXXXX

XXXXXXXXXXXX

To:

William Coyne

Benjamin R. Harvey Company
9 Cindy Lane Ocean NJ 07712
732-493-2300 Ex25
Fax 732-493-2305
Cell 848-207-6190

RE: Oceanport Municipal Complex – Police Building

Rosario Contracting Corp (RCC) will supply labor, material and equipment for the following:

Scope

Demolish and Dispose of perimeter Wood Framed Walls in the police building

1. Demolition and Removal of Perimeter Wood framed walls
2. Equipment Includes:
 - Demolition saws blades, equipment
 - Labor

Exclusions

- All MEP disconnects by others.
- No hazardous material removal.
- No coring.
- No backfill.
- Not responsible for any permits.

Notes

Any material changes, such as but not limited to, removal of scrap metal, aluminum, copper and adding extra debris on site, will cause an increase in bid price.

Rosario Contracting Corp. will perform the above services for the sum of:

Eleven Thousand One Hundred Dollars

\$ 11,100.00

PAYMENT TERMS: 10% upon mobilization
Balance due on completion

The terms of this proposal will be void in thirty (30) days.

Thank you for the opportunity to submit this proposal. Any questions, please contact Joe Rosario @ 732-768-5669.

Regards,

Rosario Contracting

Date

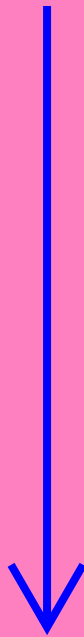
Benjamin R. Harvey Co.

Dat

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XXXXX XXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

REGENCY DRYWALL BACKUP



REGENCY DRYWALL INC.

CHANGE ORDER REQUEST

PROJECT: Oceanport

Date: 12/8/2020

Oceanport, New Jersey

Change request: 1

DESCRIPTION OF WORK: New Perimeter wall with steel studs, r-11 foil faced insulation and 5/8 drywall tape and spackle

AMOUNT

4033 square feet of one sided wall \$8

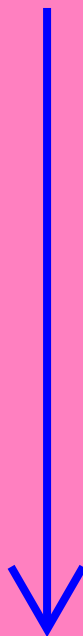
\$32,264.00

WORK SUBTOTAL	\$32,264.00
REGENCY PROFIT 10%	\$ 3,226.40
TOTAL	\$ 35,490.40
REGENCY OVERHEAD 5%	\$ 1,774.52
TOTAL	\$ 37,264.92

SIGNATURE: _____

DATE: _____

ALL PRO MANAGEMENT
BACKUP





Environmental Contracting Services

PROPOSAL/CONTRACT #AP20-1001

PROPOSAL DATE: January 2, 2020

GENERAL CONTRACTOR/OWNER INFORMATION

NAME & PROJECT LOCATION

Company: Benjamin Harvey Co., Inc.
c/o Name: William Coyne
Address:
City/State/Zip:
Phone: 732-493-2300
E-mail: bcoyne@bharveyco.com

Bldng. Name:
City/State/Zip: Police Bldg Address:
901 and 977 Murphy Drive
Oceanport, NJ

Project Name: Municipal and Police Building

All Pro Management LLC Is pleased to present its proposal for services at the above referenced location. The price quote includes Labor, Material, Waste, OSHA requirements and equipment required to complete the project on or before schedule, in accordance with all applicable state and local laws.

SCOPE OF WORK

All Pro Management will remove and dispose of:

***NOTE 1: Police Building:**

- Mold Remediation and Encapsulation of approximately 5,870 SF on
Exterior Walls \$12,327.00

***NOTE 2:** All Pro will use Foster 40-80 Disinfectant for the mold remediation (MSDS Sheets attached)

***NOTE 3:** All Pro will use Sentinel 24-7 Zero for Encapsulation (MSDS Sheets attached)

LUMP SUM PRICE

TOTAL \$ 12.327.00 (Prevailing)- Municipal and Police Buildings

PAYMENT TERMS

1/3 deposit required to commence work for filing fees.

*****Final payment is due upon completion of project.**

27 Outwater Lane, Ste. B, Garfield, NJ 07026 -Tel: 973-928-4888 - Fax: 973-928-4898

www.allpromanage.com

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Environmental Contracting Services

CLARIFICATIONS

1. **Final project documents will be provided after payment in full.**
2. All local permit(s) and fees, if required, by owner.
3. Work to be performed Monday through Friday 7:00am-3:30pm.
4. This proposal does not include structure or components not reasonably visible or accessible and is limited to the scope identified above.

EXCLUSIONS

1. Security or fire-watch if required.
2. AST / UST remediation, removal and or disposal.
3. Contaminated soil remediation, removal and or disposal.
4. Overtime, weekend, holiday, shift differential or rate increases.
5. Any LEAD or other hazardous material removal and or disposal.
6. Over 3 layer of roofing/mopped on tar/roof protection.
7. Snow removal.
8. Scaffolding/Hoist.
9. Cut and Cap MEP.
10. Water and Electric.
11. Removal of roof pins, clips, etc.
12. Removal of carpeting
13. All cabinets, furniture, & appliances to be removed by others prior to abatement.
14. **Independent air monitoring, testing, sampling and or reporting.******

Owner or general contractor to supply adequate and uninterrupted water and electric connections for duration of project at no cost to All Pro Management.

No back charges will be incurred by All Pro Management for electricians, operators, custodians, security, police, firewatch or any other personnel supplied by the Owner/Owner's representative in order to complete this project. These services will be provided at the discretion of the Owner.

All movable objects shall be removed from the work area. Work area shall be free of debris, materials, equipment, and personal belongings prior to the mobilization.

All Pro Management shall provide services in accordance with generally accepted professional practices in its fields of specialty. No other warranty or representation, expressed or implied, is included or intended as part of its services, proposals, agreements, or reports.

All Pro Management will be responsible solely for its employees' activities on the job site, and this shall not be construed to relieve Owner or any contractors from their responsibilities for maintaining a safe job site.

All Pro Management quotes will be **FINALIZED ON SITE SURVEY**.

If any action or any arbitration proceedings are commenced by either party hereto against the other with respect to any claim arising or alleged to arise under, out of or in connection with this proposal contract, the prevailing party in such action or arbitration shall be entitled to recover reasonable attorney's fee and related expenses.



Environmental Contracting Services

ACCEPTANCE OF PROPOSAL

The conditions, specifications and costs as stated within this proposal are satisfactory, and are hereby accepted. By the signature below ALL PRO MANAGEMENT LLC is authorized to proceed with preparation and performance of the work as stated within. Prices within are guaranteed for 60 days from issuance of this proposal.

ALL PRO MANAGEMENT LLC

Allen Monchik
Senior Project Manager
Cell: 973-900-1475
allenm@allpromanage.com

Signature of authorized representative Date

Print Name Title



PRODUCT DATA SHEET

24-7 ZERO INTERIOR MOLD & MILDEW RESISTANT COATING

ZERO V.O.C.'s*

SENTINEL 24-7 ZERO INTERIOR MOLD & MILDEW RESISTANT COATING

Sentinel 24-7 ZERO is a high quality interior grade coating that contains no Volatile Organic Compounds* (V.O.C.'s), is free of Hazardous Air Pollutants (HAP's), and offers virtually no odor. Sentinel 24-7 Zero is an environmentally friendly coating that can be used on most interior building materials. Sentinel 24-7 ZERO is a self-priming coating providing a durable, scrubbable surface. Sentinel 24-7 ZERO with antimicrobial product protection is designed to inhibit the growth of stain and odor causing mold, mildew and other microorganisms on the cured coating surfaces.



Zero V.O.C.'s* / Zero Hap's / Low Odor

ZERO V.O.C. FORMULA* / HIGH COVERAGE RATES / ANTIMICROBIAL PRODUCT PROTECTION / MEETS LEED® IEQ CREDIT 4.2

AVAILABLE IN A WHITE OR CLEAR FINISH

INTERIOR USE ONLY

800-373-0633 or www.senpro.com

Sentinel Products, Inc. / 8901 Wyoming Avenue North, Brooklyn Park, MN 55445



Sentinel 24-7 Zero White Mold & Mildew Resistant Coating

Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Date of issue: 1/12/2016

Supersedes: All previous versions

Version: 1.0

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name : Sentinel 24-7 Zero White Mold & Mildew Resistant Coating with Antimicrobial Product Protection

Product form : Mixture

1.2. Relevant identified uses of the substance or mixture and uses advised against

Uses of the substance/Mixture : Antimicrobial coating for interior use

1.3. Details of the supplier of the safety data sheet

Sentinel Products Inc.
8901 Wyoming Avenue North
Brooklyn Park, MN 55445
Phone: (763) 571-0630
Toll-free: (800)-373-0633
www.senpro.com

1.4. Emergency telephone number

Emergency number : 1-866-359-5661

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Eye Irritation 2B H320
Carcinogenicity 2 H351
Reproductive Toxicity 2 H361

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS08

Signal word (GHS-US) :

Warning

Hazard statements (GHS-US) :

H320 - Causes eye irritation.
H351 - Suspected of causing cancer.
H361 - Suspected of damaging fertility or the unborn child.
P264 - Wash hands thoroughly after handling.
P201 - Obtain special instructions before use.
P202 - Do not handle until all safety precautions have been read and understood.
P280 - Wear eye protection, protective clothing, protective gloves, face protection.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
P337+P313 - If eye irritation persists: Get medical advice/attention.
P308+P313 - If exposed or concerned: Get medical advice.
P405 - Store locked up.
P501 - Dispose of contents/container to licensed waste handling facility.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

No data available

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%
Titanium dioxide	(CAS No) 13463-67-7	10 - 30
Zinc pyrithione	(CAS No) 13463-41-7	Proprietary*

Sentinel 24-7 Zero White Mold & Mildew Resistant Coating

Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

*The specific chemical identity and exact percentage of composition has been withheld as a trade secret

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures general : If exposed or concerned, get medical attention/advice. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use. Never give anything to an unconscious person.
- First-aid measures after inhalation : IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if breathing is affected. If breathing is difficult, supply oxygen.
- First-aid measures after skin contact : IF ON SKIN (or clothing): Remove affected clothing and wash all exposed skin with water for at least 15 minutes. If irritation develops or persists, get medical attention.
- First-aid measures after eye contact : IF IN EYES: Immediately flush with plenty of water for at least 15 minutes. Remove contact lenses if present and easy to do so. If pain, blinking, or irritation develops or persists, get medical attention. Continue rinsing.
- First-aid measures after ingestion : IF SWALLOWED: Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center or medical professional. Seek medical attention.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries after inhalation : May cause respiratory irritation.
- Symptoms/injuries after skin contact : May cause skin irritation.
- Symptoms/injuries after eye contact : Direct contact with the eyes is likely to be irritating.
- Symptoms/injuries after ingestion : May cause gastrointestinal irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide.
- Unsuitable extinguishing media : Water may be unsuitable as an extinguishing media, but helpful in keeping adjacent containers cool.

5.2. Special hazards arising from the substance or mixture

- Fire hazard : Not determined.
- Explosion hazard : Not determined.
- Reactivity : No data available.

5.3. Advice for firefighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Do not dispose of fire-fighting water in the environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

- General measures : No specific emergency measures are required other than good laboratory hygiene and safety practices.

6.1.1. For non-emergency personnel

- Protective equipment : Wear Protective equipment as described in Section 8.
- Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Wear suitable protective clothing, gloves and eye or face protection. Approved supplied-air respirator, in case of emergency.

6.2. Environmental precautions

Avoid release to the environment. Keep out of sewer, streams, lakes, and other groundwaters.

6.3. Methods and material for containment and cleaning up

- For containment : Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.
- Methods for cleaning up : Solidify spills with inert solids, such as clay, vermiculite or diatomaceous earth as soon as possible. Place in a suitable container for disposal in accordance with the waste regulations (see Section 13).

Sentinel 24-7 Zero White Mold & Mildew Resistant Coating

Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Keep container closed when not in use.

7.2. Conditions for safe storage, including any incompatibilities

Technical measures : Does not require any specific or particular technical measures.

Storage conditions : Store in dry, well-ventilated area. Keep container tightly closed in original container protected from sunlight. Keep from freezing. Store locked up.

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Titanium Dioxide (13463-67-7)	
Remark (ACGIH)	TWA - 10 mg/m ³
Remark (US OSHA)	PEL - 15 mg/m ³

8.2. Exposure controls

Appropriate engineering controls : Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Ensure adequate ventilation, especially in confined areas.

Personal protective equipment : Gloves. Wear protective clothing. Protective goggles.



Hand protection : Use gloves chemically resistant to this material when prolonged or repeated contact could occur. Gloves should be classified under Standard EN 374 or ASTM F1296. Suggested glove materials are: Neoprene, Nitrile/butadiene rubber, Polyethylene, Ethyl vinyl alcohol laminate, PVC or vinyl. . Suitable gloves for this specific application can be recommended by the glove supplier.

Eye protection : Use eye protection suitable to the environment. Avoid direct contact with eyes.

Skin and body protection : Wear long sleeves, and chemically impervious PPE/coveralls to minimize bodily exposure.

Respiratory protection : Where vapor, mist, or dust exceed PELs or other applicable OELs, use NIOSH-approved respiratory protective equipment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Color	: White, dries White.
Odor	: Slight latex
Odor Threshold	: No data available
pH	: 9.8
Relative evaporation rate (butylacetate=1)	: <1, water
Melting point	: No data available
Freezing point	: 0 °C (32 °F)
Boiling point	: 100 °C (212 °F)
Flash point	: > 93 °C (calculated)
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Flammability (solid, gas)	: No data available
Vapour pressure	: No data available
Relative vapour density at 20 °C	: No data available
Relative density	: 1.2
Solubility	: No data available
Log Pow	: No data available

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Log Kow	: No data available
Viscosity, kinematic	: 102 KU
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No data available.

10.2. Chemical stability

Stable under recommended handling and storage conditions (see section 7).

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Excessive heat which may cause the closed container to rupture. Excessive cold which may cause the closed container to rupture.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Thermal decomposition may yield monomers, carbon monoxide, carbon dioxide, nitrogen oxides (NO_x), and Sulphur Dioxide (SO₂).

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity	: Not classified - Based on ingredients and their concentrations in the product, the product is not classified as acutely toxic.
Skin corrosion/irritation	: Not classified - Based on ingredients and their concentrations in the product, the product is not classified for skin irritation.
Serious eye damage/irritation	: No data for the mixture. Based on ingredients and their concentrations in the product, the product is classified as Category 2B: causes eye irritation.
Respiratory or skin sensitisation	: Not classified - Based on ingredients and their concentrations in the product, the product is not classified for respiratory or skin sensitization.
Germ cell mutagenicity	: Not classified - Based on ingredients and their concentrations in the product, the product is not classified for germ cell mutagenicity.
Carcinogenicity	: No data for the mixture. Based on ingredients and their concentrations in the product, the product is classified as Category 2: Suspected of causing cancer. IARC: Titanium Dioxide: Group 2B: possibly carcinogenic to humans.
Reproductive toxicity	: No data for the mixture. Based on ingredients and their concentrations in the product, the product is classified as Category 2: Suspected of damaging fertility or the unborn child.
Specific target organ toxicity (single exposure)	: Not classified - Based on ingredients and their concentrations in the product, the product is not classified for STOT - single exposure.
Specific target organ toxicity (repeated exposure)	: Not classified - Based on ingredients and their concentrations in the product, the product is not classified for STOT - repeated exposure.
Aspiration hazard	: No data for the mixture. Based on ingredients and their concentrations in the product, and the viscosity of the product, the product is not classified as an aspiration hazard.
Symptoms/injuries after inhalation	: No data for the mixture.
Symptoms/injuries after skin contact	: No data for the mixture.
Symptoms/injuries after eye contact	: No data for the mixture. Based on ingredients and their concentrations in the product, the product causes eye irritation.
Symptoms/injuries after ingestion	: No data for the mixture.

Additional information: No data is available for the mixture. The information shown is based on the profiles of the ingredients and their concentrations in the product.

Sentinel 24-7 Zero White Mold & Mildew Resistant Coating

Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general

: Aquatic toxicity rating not determined. All possible measures should be taken to prevent release into the environment.

12.2. Persistence and degradability

Sentinel 24-7 Zero White Mold & Mildew Resistant Coating

Persistence and degradability

Not established.

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste treatment methods

: Do not dump in any sewers, on the ground or into any body of water.

Waste disposal recommendations

: Dispose in a safe manner in accordance with local/national regulations.

SECTION 14: Transport information

In accordance with DOT

Not hazardous for transport

Additional information

Other information

: No supplementary information available.

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

Sentinel 24-7 Zero White Mold & Mildew Resistant Coating

All chemical substances in this product are listed in the EPA (Environment Protection Agency) TSCA (Toxic Substances Control Act) Inventory

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986)
Sections 313: Zinc compounds.

15.2. International regulations

CANADA

No additional information available.

15.3. US State regulations

Component	CAS #	State
Ethylene oxide	75-21-8	California, Massachusetts, New Jersey, Pennsylvania, Rhode Island
Titanium Dioxide	13463-67-7	New Jersey, Pennsylvania, Rhode Island
Titanium dioxide and silicon dioxide, amorphous	13463-67-7 and 7631-86-9	New Jersey, Pennsylvania
Zinc oxide fume	1314-13-2	Massachusetts
Zinc compounds; zinc oxide	13463-41-7, 1314-13-2	New Jersey, Pennsylvania

California Proposition 65: WARNING! This product contains chemicals known to the state of California to cause cancer, birth defects, or other reproductive harm.

Sentinel 24-7 Zero White Mold & Mildew Resistant Coating

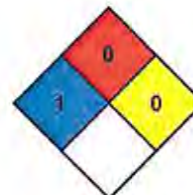
Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 16: Other information

Indication of changes : Revision 1.0: - 12 January 2016 - New SDS Created.
:
:
Other information : Author: KAD

NFPA health hazard : 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given.
NFPA fire hazard : 0 - Materials that will not burn.
NFPA reactivity : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS III Rating

Health : 1
Flammability : 0
Physical : 0
Personal Protection :

The information in this document is believed to be correct as of the date issued. However, no warranty of merchantability, fitness for any particular purpose, or any other warranty is expressed or is to be implied regarding the accuracy or completeness of this information, the results to be obtained from the use of this product or the hazards related to its use. This information and product are furnished on the condition that the person receiving them shall make his own determination as to the suitability of the product for his particular purpose and on the condition that he assume the risk of his use thereof.



PRODUCT DATA SHEET

WHITE

FORMULA 24-7 ZERO

INTERIOR MOLD & MILDEW RESISTANT COATING

ZERO V.O.C.'s* / ZERO HAP's / LOW ODOR

Product Description

Sentinel 24-7 ZERO is a high quality interior grade coating that contains no Volatile Organic Compounds* (VOC's), is free of Hazardous Air Pollutants (HAP's), and offers virtually no odor. Sentinel 24-7 ZERO is an environmentally friendly coating that can be used on most interior building materials. Sentinel 24-7 ZERO is a self-priming coating providing a durable, scrubbable surface. Sentinel 24-7 ZERO with antimicrobial product protection is designed to inhibit the growth of stain and odor causing mold, mildew and other microorganisms on cured coating surfaces.

Application Information (Always follow product label instructions for best results)

Material Preparation:

Thoroughly stir and mix coating to achieve an even consistency for spraying, brushing or rolling. Product must NOT be reduced with water or solvents. **This product must not be allowed to freeze. Apply in temperatures above 50° F.**

Surface Preparation:

Wash and clean surfaces to remove mold, mildew, grease, dirt and other soils with a suitable cleaning compound like Sentinel 300. Rinse surface thoroughly with water and allow to dry before applying coating. Remove peeling paint, spackle and sand where necessary. Lightly sand all glossy areas. On new, sanded sheetrock surfaces, remove all dust before painting.

Primers:

24-7 Zero can be applied on most building materials without priming. If priming is required 24-7 Zero should be used as a primer prior to being used for the finished coat. On sheetrock and plaster, apply one coat to prime, a second coat to cover. If using a separate primer is preferred, 24-7 Zero is compatible with oil or latex based primers. Sand any glossy primer before coating with 24-7 Zero. On metal, use a suitable, rust inhibiting primer.

*NOTICE

A zero v.o.c. coating by industry standards means the product contains fewer than 5 grams of v.o.c.'s per liter. Tints and colorants may add v.o.c.'s to the product.

Tinting:

The white version of this product may be tinted with up to 4 oz. of colorant/per gallon. The clear version cannot be tinted.

Product Application:

All surfaces must be clean and completely dry before applying. To assure proper antimicrobial protection, it is vitally important that all surfaces be completely coated with 24-7 ZERO. For airless applications, use a .015 -.019 tip and maintain a fan size of about 12 inches. Coating applied at 90° to each other ensures a smooth and consistent application.

Dry Time:

This product will be dry to the touch in 1 hour and may be recoated in 4 hours.

Coverage:

Applied at 3 mils wet.
Smooth Surfaces: 250 - 400 Sq. Ft.
Porous Surfaces: 150 - 300 Sq. Ft.

Limitations:

This product does NOT protect users or others against foodborne or disease causing bacteria. This product is not designed to be used in areas with temperatures less than 50° F., excessive heat, corrosive chemical environments, or on exterior siding or horizontal floor and deck areas.

Characteristics

Percent of Solids/weight: 39.03%

Percent of Solids/Volume: 28.19%

Viscosity: 100 - 115 KU

Gloss Level: Egg Shell

Shelf Life: Unopened Container

2 years

VOC*: > 5 grams per liter

Warranty:

10- Year limited warranty against the visible growth of mold or mildew.







Print Date: 01-09-2017

Page 1 of 5

FOSTER 40-80
802320PM**SAFETY DATA SHEET**

REVISION DATE: 01-25-2016

SUPERSEDES: 10-03-2014

SECTION 1: IDENTIFICATION OF THE PRODUCT AND SUPPLIER**PRODUCT INFORMATION**

PRODUCT: FOSTER 40-80
 PRODUCT DESCRIPTION: Disinfectant
 INTENDED USE: Cleaner
 PRODUCT IDENTIFIER: 802320PM

COMPANY INFORMATION

H.B. Fuller Company
 1200 Willow Lake Boulevard
 Vadnais Heights, MN 55110
 Telephone: 888-423-8553

Medical Emergency Phone Number (24 Hours): 1-888-853-1758
 Transport Emergency Phone Number (CHEMTREC): 1-800-424-9300

SECTION 2: HAZARDS IDENTIFICATION

GHS Classification: This product is not classified as hazardous under GHS criteria.
GHS Precautions:
Safety Precautions: No special precautionary measures are required. Please read the entire Safety Data Sheet for other information regarding handling of this product.
First Aid Measures: IF SWALLOWED: Do not induce vomiting. Seek medical attention if symptoms develop. IF IN EYES: Use an eye wash to remove chemical from the eye. IF ON SKIN: Wash with soap and water. IF INHALED: Remove individual to fresh air after an airborne exposure if any symptoms develop.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS #	PERCENT	Classification	Note
---------------	-------	---------	----------------	------

Unlisted ingredients are not 'hazardous' per the Occupational Safety and Health Administration Hazard Communication Standard (29 CFR 1910.1200) and/or are not found on the Canadian Workplace Hazardous Materials Information System ingredient disclosure list. See Section 8 for exposure limit guidelines.

SECTION 4: FIRST AID MEASURES

IF IN EYES: Flush eyes with plenty of water for at least 20 minutes retracting eyelids often. Tilt the head to prevent chemical from transferring to the uncontaminated eye. Get immediate medical attention.

IF ON SKIN: Wash with soap and water.

IF INHALED: Remove individual to fresh air after an airborne exposure if any symptoms develop, as a precautionary measure.

IF SWALLOWED: Do not induce vomiting. Seek medical attention if symptoms develop. Provide medical care provider with this MSDS. Induced vomiting may lead to aspiration of the material into the lungs potentially causing chemical pneumonitis that may be fatal.



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FOSTER 40-80
802320PM**SAFETY DATA SHEET****SECTION 5: FIRE FIGHTING MEASURES**

EXTINGUISHING MEDIA: Use water spray, foam, dry chemical or carbon dioxide.

UNUSUAL FIRE AND EXPLOSION HAZARDS: There is a possibility of pressure buildup in closed containers when heated. Water spray may be used to cool the containers.

SPECIAL FIRE FIGHTING INSTRUCTIONS: Persons exposed to products of combustion should wear self-contained breathing apparatus and full protective equipment.

HAZARDOUS COMBUSTION PRODUCTS: Carbon dioxide, Carbon monoxide

SECTION 6: ACCIDENTAL RELEASE MEASURES

SPECIAL PROTECTION: No adverse health effects expected from the clean-up of spilled material. Follow personal protective equipment recommendations found in Section 8 of this SDS.

METHODS FOR CLEAN-UP: Dike if necessary, contain spill with inert absorbent and transfer to containers for disposal. Keep spilled product out of sewers, watersheds, or water systems.

Transport Emergency Phone Number (CHEMTREC): 1-800-424-9300

SECTION 7: HANDLING AND STORAGE

Handling: No special handling instructions due to toxicity.

Storage: Store in a cool, dry place. Protect from freezing.

Consult the Technical Data Sheet for specific storage instructions.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION**EXPOSURE LIMITS:**

Chemical Name	Note	ACGIH EXPOSURE LIMITS	OSHA PEL
No data available.			

ENGINEERING CONTROL METHODS:

VENTILATION: General room ventilation might be required under normal conditions of use.

EYE PROTECTION: Wear safety glasses with side shields when handling this product. Wear additional eye protection such as chemical splash goggles and/or face shield when the possibility exists for eye contact with splashing or spraying liquid, or airborne material. Have an eye wash station available.

SKIN PROTECTION: Not normally considered a skin hazard. Where use can result in skin contact, practice good personal hygiene. Wash hands and other exposed areas with mild soap and water before eating, drinking, and when leaving work.

GLOVES: Not normally required. Use nitrile gloves if conditions warrant.

RESPIRATORY PROTECTION: No respiratory protection required under normal conditions of use.



Print Date: 01-09-2017

FOSTER 40-80
802320PM**SAFETY DATA SHEET**

Respirators should be selected by and used following requirements found in OSHA's respirator standard (29 CFR 1910.134).

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE:	Liquid
COLOR:	Light Green
ODOR:	Fragrant
ODOR THRESHOLD:	Not established
pH:	9.7
FREEZING/MELTING POINT (deg. C):	Not established
BOILING POINT (deg. C):	Not established
FLASH POINT:	Non flammable
EVAPORATION RATE:	Not established
FLAMMABILITY:	Not a flammable solid or gas
UPPER EXPLOSIVE LIMIT (% in air):	Not established
LOWER EXPLOSIVE LIMIT (% in air):	Not established
VAPOR PRESSURE (mm Hg):	Not established
VAPOR DENSITY:	Not established
WEIGHT PER GALLON (lbs.):	8.32
SPECIFIC GRAVITY:	1.000
SOLUBILITY:	Not established
OCTANOL/WATER COEFFICIENT:	Not established
AUTOIGNITION TEMPERATURE:	Not established
DECOMPOSITION TEMPERATURE:	Not established
VISCOSITY:	No data available.
SOLIDS (% by weight):	0.2
VOC, weight percent	0.02
VOC, U.S. EPA Method 24, less water and exempt solvents (theoretically determined)	39.7g/liter of material

SECTION 10: STABILITY AND REACTIVITY

STABILITY:	Stable under normal conditions.
CHEMICAL INCOMPATIBILITY:	Not established
HAZARDOUS POLYMERIZATION:	Will not occur.
HAZARDOUS DECOMPOSITION PRODUCTS:	Carbon monoxide, carbon dioxide

SECTION 11: TOXICOLOGICAL INFORMATION**Component Toxicity / Toxicology Data:**

COMPONENT NAME	LD50/LC50
No data available.	

This product is a mixture. Unless noted, the information below is based on components.

Skin corrosion / irritation: No irritation hazard in normal industrial use.

Serious eye damage / irritation :Can cause moderate irritation, tearing and reddening, but not likely to permanently injure eye tissue.

Respiratory / skin sensitization: No data available.

Germ cell mutagenicity: No data available.



Print Date: 01-09-2017

FOSTER 40-80
802320PM**SAFETY DATA SHEET**

Carcinogenicity: No data available.

Reproductive toxicity: No data available.

Specific target organ toxicity-single exposure: No data available.

Respiratory irritation / Narcotic effects: No data available.

Specific target organ toxicity-repeated exposure: No data available.

Target organs potentially affected by exposure: No organs known to be damaged from exposure to this product.

Aspiration hazard: Not an aspiration hazard.

Medical Conditions Aggravated by Exposure: No medical conditions affected by exposure.

SECTION 12: ECOLOGICAL INFORMATION

OVERVIEW: No ecological information available for this product.

MOBILITY: No data available.

PERSISTENCE: No data available.

BIOACCUMULATION: No data available.

This product has not been tested for ecological effects. Relevant information for components is listed below:

Component:	Ecotoxicity values:
No data available.	Acute Toxicity (Fish): Acute Toxicity (Daphnia): Acute Toxicity (Algae):

SECTION 13: DISPOSAL CONSIDERATIONS

To the best of our knowledge, this product does not meet the definition of hazardous waste under the U.S. EPA Hazardous Waste Regulations 40 CFR 261. Solidify and dispose of in an approved landfill. Consult state, local or provincial authorities for more restrictive requirements.

SECTION 14: TRANSPORT INFORMATION

Consult Bill of Lading for transportation information.

US DOT: NOT REGULATED

IATA: NOT REGULATED

IMDG: NOT REGULATED

SECTION 15: REGULATORY INFORMATION**INVENTORY STATUS**

U.S. EPA TSCA: This product is in compliance with the Toxic Substances Control Act's Inventory requirements.

CANADIAN CEPA DSL: The components of this product are included on the DSL or are exempt from DSL requirements.

EUROPEAN REACH: As a result of the introduction of REACH into Europe, this product cannot be imported into Europe unless the REACH requirements are met.

AUSTRALIA AICS: This product is in compliance with the Australian Inventory of Chemical Substances requirements.

KOREAN TCCL: This product is in compliance with the Korean Existing Chemicals List requirements.



Print Date: 01-09-2017

Page 5 of 5

FOSTER 40-80
802320PM**SAFETY DATA SHEET**

If you need more information about the inventory status of this product call 651-236-5858.

This product may contain chemical substances that are regulated for export by various government agencies (such as the Environmental Protection Agency, the Bureau of Industry and Security, or the Drug Enforcement Administration, among others). Before exporting this product from the USA or Canada, we recommend you contact us at reg.request@hbfuller.com to request an export review.

FEDERAL REPORTING

EPA SARA Title III Section 313

Unless listed below, this product does not contain toxic chemical(s) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) and 40 CFR part 372. EPA has advised that when a percentage range is listed the midpoint may be used to fulfill reporting obligations.

Chemical Name	CAS#	%
---------------	------	---

STATE REPORTING

Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986:

Unless listed below, this product does not contain known levels of any chemical known to the State of California to cause cancer or reproductive harm.

Chemical Name/List	CAS	Percent
--------------------	-----	---------

Substances of Very High Concern (SVHC) Content:

Unless listed below, this product does not contain SVHC's at 0.1% or greater, as of the version date of this SDS.

SECTION 16: OTHER INFORMATION

SDS VERSION DATE: 01-25-2016

This Safety Data Sheet is prepared to comply with the United States Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (29 CFR 1910.1200) and the Canadian Workplace Hazardous Materials Information System (WHMIS).

HMIS RATING: HEALTH -- 0 FLAMMABILITY -- 0 REACTIVITY -- 0

See SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION for personal protective equipment recommendations.

Prepared by: The Global Regulatory Department

Phone: 651-236-5842

The information and recommendations set forth herein are believed to be accurate. Because some of the information is derived from information provided to H.B. Fuller Construction Products, Inc. from its suppliers, and because H.B. Fuller Construction Products, Inc. has no control over the conditions of handling and use, H.B. Fuller Construction Products, Inc. makes no warranty, expressed or implied, regarding the accuracy of the data or the results to be obtained from the use thereof. The information is supplied solely for your information and consideration, and H.B. Fuller Construction Products, Inc. assumes no responsibility for use or reliance thereon. It is the responsibility of the user of H.B. Fuller Construction Products, Inc. products to comply with all applicable federal, state and local laws and regulations.



First Defense™

Disinfectant (40-80)

Product Data Sheet

PROPERTIES

TYPE:

Quaternary Ammonium Chloride

VOLATILE:

Water

AVERAGE WEIGHT/U.S. GALLON (ASTM D1475):

8.2 lbs. (0.98 kg/l)

APPLICATION CONSISTENCY:

Wipe, cloth, mop, sponge or coarse spray

ODOR:

Fresh Mild Scent

AVERAGE COVERAGE RANGE:

Dependent upon the method of application and the surface. Apply in sufficient quantity to ensure that the surface remains wet continuously for at least ten (10) minutes.

ALKALINITY (ASTM E70):

10 – 11 pH

SAFETY:

Wet flammability (ASTM D3278)

No flash to boiling, 212°F (100°C)

ATTRIBUTES

Foster® First Defense™ Disinfectant (40-80) is a convenient, ready-to-use EPA Registered formulation that kills odor-causing bacteria and inhibits the growth of mold and mildew. This all-in-one "disinfectant, cleaner, fungicide, mildewstat, germicide and deodorizer" is designed for use in water damage restoration and for clean-up of mold and microbe impacted porous and non-porous materials. For homes, hospitals, institutions and industrial use.

First Defense Disinfectant kills household germs and is effective against a broad spectrum of bacteria, including *Pseudomonas Aeruginosa* (*Pseudomonas*), *Staphylococcus Aureus* (*Staph*), and *Streptococcus Pyogenes* (*Strep*), is virucidal*, and inhibits the growth of mold and mildew (fungicidal), including *Trichophyton* *Mentagophytes*, when used as directed.

First Defense Disinfectant is effective against odor-causing bacteria and fungi (in water damager restoration situations) on semi-porous and porous materials including carpets, carpet cushion, sub floors, drywall, trim and frame lumber. It helps clean and remove residue resulting from flood and water damage.

First Defense Disinfectant may also be used to disinfectant washable hard, non-porous surfaces such as tables, floors, walls, countertops, coils and drain pans of air conditioning and refrigeration equipment and heat pumps and hard, non-porous surfaces such as metal, stainless steel, fiberglass (shower stalls and sinks), finished woodwork, vinyl or plastic upholstery, as well as hard non-porous inanimate environmental surfaces found in hospitals, food processing areas, homes, restaurants, hotels, health clubs and spas.

LIMITATIONS:

Do not store or apply to surfaces below 32°F (0°C) or above 100°F (38°C). |

Consult the Material Safety Data Sheet for additional information.

Do not use inside HVAC ducts, vents or on duct liner insulations.

KEEP OUT OF REACH OF CHILDREN.

DO NOT DILUTE.

EPA Registration No.6836-152-63836

EPA Est. No. 63836-TX-00105/08

Visit us on the web at www.fosterproducts.com

Foster and First Defense are trademarks of H.B. Fuller Construction Products Inc.

H.B. Fuller Construction Products Inc.

1105 South Frontenac Street • Aurora, IL 60504 • 800-832-9002 • fax 800-952-2368

APPLICATION GUIDE FOR Foster® First Defense™ Disinfectant

MATERIAL PREPARATION: DO NOT DILUTE! Foster® First Defense™ Disinfectant is full strength. Any attempt to dilute will drastically reduce the efficacy of the material.

SITE PREPARATION: Follow all procedures mandated by Federal, State, and local authorities regulating the use of EPA Registered disinfectants, if any.

DIRECTIONS FOR USE: It is a violation of Federal Law to use this product in a manner inconsistent with its labeling. Before use in federally inspected meat and poultry food processing plants and dairies, food products and packaging materials must be removed from the room or carefully protected. Refer to product label for more information. **Note: This product is not for use on medical device surfaces.**

CLEAN AND DEODORIZE: Apply undiluted to surfaces with a cloth, mop, sponge or sprayer. Wipe or allow to air dry.

WATER DAMAGE RESTORATION AGAINST ODOR-CAUSING BACTERIA AND FUNGI FOR HOME, INSTITUTIONAL, INDUSTRIAL, AND HOSPITAL USE. This product is particularly suitable for use in water damage restoration situations against odor causing bacteria on the following porous and semi-porous materials: carpets, carpet cushion, sub floors, drywall, trim, and frame lumber, tackless strip and paneling. Saturate affected materials with enough product to remain wet for at least 10 minutes. **Sewer Backup and River Flooding:** During mitigation procedures remove gross filth or heavy soil along with non-salvageable materials. Saturate all affected areas with a coarse spray device before and after cleaning and extraction. **Carpets, Carpet Cushion and Other Porous Materials such as Sub Floors, Drywall, Trim and Frame Lumber, Tackless Strip and Paneling:** For water damage from a clean source, extract excess water. Test hidden area for colorfastness. Remove gross filth or heavy soil. Saturate all affected areas with a coarse spray device. Roll, brush or agitate into the materials and allow the materials to remain wet for 10 minutes. Follow with a thorough extraction. Dry rapidly and thoroughly. **Special Instructions for Cleaning Carpet Against Odor Causing Bacteria:** Use this product in industrial and institutional areas such as homes, motels, hotels, nursing homes, schools and hospitals. Use on wet cleanable synthetic fibers. Do not use on wool. Vacuum carpet thoroughly prior to cleaning. Test fabric for color fastness. Do not mix this product with other cleaning products. Follow the cleaning procedures specified by the manufacturer of the cleaning equipment. After using this product, set the carpet pile and protect the carpet from furniture legs and bases while drying. Do not over wet. If applied to stain resistant nylon carpet, apply a fabric protector according to the manufacturer's direction.

DISINFECTION / VIRUCIDAL* / FUNGICIDAL / MOLD & MILDEW CONTROL DIRECTIONS: Apply First Defense Disinfectant undiluted to hard, nonporous surfaces, thoroughly wetting the surfaces with a cloth, mop, sponge, sprayer or by immersion. Treated surfaces must remain wet for 10 minutes. Wipe dry with a cloth, sponge or mop or allow to air dry. For heavily soiled areas, a preliminary cleaning is recommended. For sprayer applications, use a coarse spray device. Spray 6 - 8 inches from surface; rub with brush, sponge or cloth. Avoid breathing spray. **For fungicidal activity:** First Defense Disinfectant is an effective one-step fungicide against Trichophyton mentagrophytes when used on surfaces in areas such as locker rooms, dressing rooms, shower and bath areas and exercise facilities. **For mold and mildew:** Repeat treatment every 7 days or more often if new growth appears. Rinse all surfaces that come in contact with food such as countertops, appliances, tables and stovetops with potable water before reuse. Do not use on utensils, glassware and dishes. **For Animal Care Disinfection Directions:** For cleaning and disinfecting hard nonporous surfaces: equipment used for animal food or water, utensils, instruments, cages, kennels, stables, catteries. Remove all animals and feeds from premises, animal transportation vehicles, crates, etc. Remove all litter, droppings and manure from floors, walls and surfaces of facilities occupied or traversed by animals. Thoroughly clean all surfaces with soap or detergent and rinse with water. Empty all feeding and watering appliances. Saturate surfaces with First Defense Disinfectant for a period of 10 minutes. Wipe or allow to air dry. Immerse all halters, ropes, and other types of equipment used in handling and restraining animals as well as forks, shovels, and scrapers used for removing litter and manure. Rinse all surfaces that come in contact with food, including equipment used for feeding or watering, with potable water before reuse. Ventilate buildings and other closed spaces. Do not house animals or employ equipment until treatment has been absorbed, set or dried.

KILLS HIV-1 AND HBV AND HCV ON PRE-CLEANED ENVIRONMENTAL SURFACES / OBJECTS PREVIOUSLY SOILED WITH BLOOD / BODY FLUIDS in health care settings or other settings in which there is an expected likelihood of soiling of inanimate surfaces / objects with blood or body fluids and in which the surfaces / objects likely to be soiled with blood or body fluids can be associated with the potential for transmission of Human Immunodeficiency Virus Type 1 (HIV-1) (associated with AIDS) or Hepatitis B Virus (HBV) or Hepatitis C Virus (HCV).

SPECIAL INSTRUCTIONS FOR CLEANING AND DECONTAMINATION AGAINST HIV-1 OR HBV OR HCV ON SURFACES / OBJECTS SOILED WITH BLOOD / BODY FLUIDS.

Personal protection: Clean-up should always be done wearing protective gloves, gowns, masks and eye protection. **Cleaning procedure:** Blood and other body fluids containing HIV or HBV or HCV must be thoroughly cleaned from surfaces and objects before application of First Defense Disinfectant. **Contact time:** Leave surface wet for 1 minute (60 seconds) for HIV-1 and 10 minutes for HBV and HCV. Use a 10 minute contact time for disinfection against all other viruses, bacteria and fungi claimed. **Disposal of infectious material:** Blood, body fluids, cleaning materials and clothing should be autoclaved and disposed of according to local regulations for infectious waste disposal.

PRECAUTIONS and First Aid: Refer to product label and MSDS sheet for information.

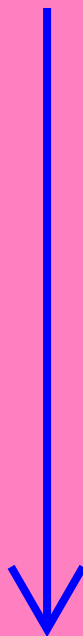


CUSTOMER SERVICE: 800-832-9002

ADEQUATE TESTS: The information contained herein we believe is correct to the best of our knowledge and tests. The recommendations and suggestions herein are made without guarantee or representation as to results. We recommend that adequate tests be performed by you to determine if this product meets all of your requirements. Refer to product label before use.

For professional use only. Keep out of reach of children.
Consult Material Safety Data Sheet and container label for further information.

ALL PRO MANAGEMENT BACKUP





Invoice

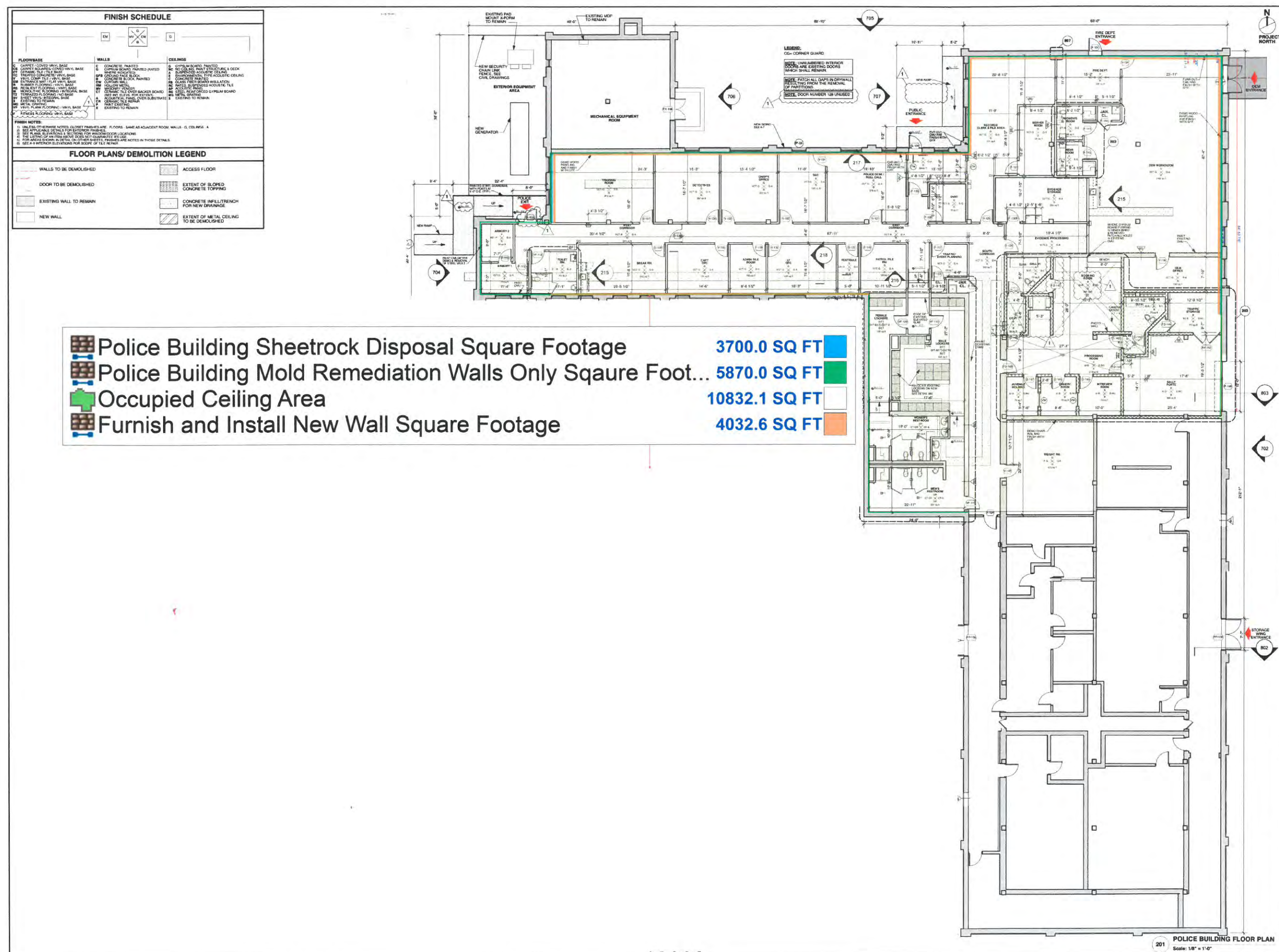
Rep.	D
Z. Veskov	12/2

27 Outwater Lane, Garfield, NJ 07026
(973) 928-4888 Tel. (973)928-4898 Fax

Bill To
Benjamin Harvey Co., Inc. Bill Coyne Phone: 732-493-2300 Email: bcoyne@bharveyco.com

Project Name & Job Site
Oceanport Municipal Complex Fort Monmouth, NJ

Description	Amount
Sample at the above referenced location Sheetrock on Ceiling	\$500.00
APPLY 1/2 COST TO EACH BUILDING POLICE BUILDING \$250 MUNICIPAL BUILDING \$250 Sub-Total WCC/BRH	\$500.00
Balance Due:	\$500.00
<i>We would like to thank you for using All Pro Management, LLC. Please, keep us in mind for any of your future needs.</i> PLEASE SUBMIT ALL PAYMENTS TO: ALL PRO MANAGEMENT, LLC 27 OUTWATER LANE, SUITE-B GARFIELD, NJ 07026	
	Total Due: \$500.00



THE GOLDSTEIN PARTNERSHIP ARCHITECTS
515 VALLEY STREET, SUITE 110, MAPLEWOOD, NJ 07040
WWW.GOLDSTEINARCHITECTS.COM
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**NEW MUNICIPAL COMPLEX
THE BOROUGH OF OCEANPORT**
OCEANPORT, NJ 07757

**POLICE BUILDING:
FLOOR PLAN
& DETAILS**
DWN: MD
QCO: EWG
AD: FI
SCALE AS NOTED
DATE: 06/01/19
REV: 07/09/19

THIS DRAWING IS INCOMPLETE UNLESS USED WITH ALL OTHER CONTRACT DOCUMENTS.

DRAWING NUMBER
A-2

POLICE BUILDING FLOOR PLAN
Scale: 1/8" = 1'-0"

SHEET 2 OF 85

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #16 TO THE BENJAMIN R. HARVEY CO.
CONTRACT FOR THE GENERAL CONTRACT FOR THE RENOVATION OF
EXISTING BUILDINGS FOR THE BOROUGH'S NEW MUNICIPAL COMPLEX**

**Resolution #2020-110
04/2/20**

WHEREAS, pursuant with adoption of Resolution #2019-171, the Borough of Oceanport awarded a contract to Benjamin R. Harvey Co., Inc. for the General Contract of the new municipal complex improvements project for the original sum of \$6,574,000.00; and

WHEREAS, Change Order #1 authorized a \$25,875.68 increase in the total contract amount to Six Million Six Hundred Five Thousand Eight hundred seventy-four dollars and sixty-six cents (\$6,605,874.66) for replacement of certain areas of sidewalks, curbing and blacktop; and

WHEREAS, Change Order #2 authorized a \$1,119.00 increase in the total contract amount to Six Million Six Hundred Six Thousand Nine-hundred Ninety-three dollars and sixty-six cents (\$6,606,993.66) for the clean out and infill of an existing unidentified sump pit from bottom of sump to top of sump with lean concrete located near Building 977; and

WHEREAS, Change Order #3 authorized a \$9,857.00 increase in the total contract amount to Six Million Six Hundred Sixteen Thousand Eight-hundred Fifty dollars and sixty-six cents (\$6,616,850.66) for the removal, disposal and replacement of existing plumbing fixtures in the municipal building (901) originally intended for re-purpose; and

WHEREAS, Change Order #4 authorized a \$30,214.00 increase in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,647,064.66) to provide for the demolition and removal of a reinforced concrete vault and associated repairs in the proposed municipal building (901); and

WHEREAS, Change Order #5 authorized a \$625 decrease in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,646,439.66) by removal of a proposed project sign; and

WHEREAS, Change Order #6 authorized a \$9,581.24 increase in the total contract amount to Six Million Six Hundred Fifty-Six Thousand Twenty dollars and ninety cents (\$6,656,020.90) for additional sanitary piping below the slab for the OEM portion of Building 977 to remove and be replaced with new the under slab sanitary piping for the new toilet rooms; and

WHEREAS, Change Order #7 authorized a \$12,822.62 increase in the total contract amount to Six Million Six Hundred Sixty-eight Thousand Eight Hundred Forty-three dollars and fifty-two cents (\$6,668,843.52) for the repair CMU wall and window surrounds damaged by asbestos abatement contractor during removals at the police building; and

WHEREAS, Change Order #8 authorized a \$22,500.00 decrease in the total contract amount to Six Million Six Hundred Forty-six Thousand Three Hundred Forty-three dollars and fifty-two cents (\$6,646,343.52) from modifications to the electrical scope of work to upgrade new electric panel board in police building, provide acoustical enclosure for generator and relocate MDP; and

WHEREAS, Change Order #9 authorized a \$17,828.78 increase in the total contract amount to Six Million Six Hundred Sixty-four Thousand One Hundred Seventy-two dollars and thirty cents (\$6,664,172.30) to expand cell #2 and change fixture to ADA compliant detention fixture per the request of the Department of Corrections at the police building; and

WHEREAS, Change Order #10 authorized a \$5,371.38 increase in the total contract amount to Six Million Six Hundred Sixty-nine Thousand Five Hundred Forty-three dollars and sixty-eight cents (\$6,669,543.68) to demolish and remove an existing utility pole and bollards from the driveway at the police building; and

WHEREAS, Change Order #11 authorized a \$28,143.79 increase in the total contract to Six Million Six Hundred Ninety-seven Thousand Six Hundred Eighty-seven dollars and forty-seven cents (\$6,697,687.47) for additional masonry walls in cell block that will require demolition and removal of existing metal cell walls/bars and surround furring and finish and install new CMU block walls in same locations at the police building; and

WHEREAS, Change Order #12 authorized a \$69,744.50 increase in the total contract to Six Million Seven Hundred Sixty-seven Thousand Four Hundred Thirty-one dollars and ninety-seven cents (\$6,767,431.97) to furnish and install a NJAWC Hot Box per the NJAWC standards including required electric, fire alarm, tamper switch and flow switch and to extend new water line and sewer lines into the DPW building; and

WHEREAS, Change Order #13 authorized a \$13,231.90 increase in the total contract to Six Million Seven Hundred Eighty Thousand Six Hundred Sixty-three dollars and eighty-seven cents (\$6,780,663.87) for additional paving and curb work outside the Police Department Sally port; and

WHEREAS, Change Order #14 authorized a \$77,671.00 increase in the total contract to Six Million Eight Hundred Fifty-eight Thousand Three Hundred Thirty-four dollars and eighty-seven cents (\$6,858,334.87) to expand the demolition in the Police building to include all spaces in the south wing except for the former locker rooms scheduled to become storage and the Fitness Room rather than at a future date; and

WHEREAS, Change Order #15 authorized a \$68,196.29 increase in the total contract to Six Million Nine Hundred Twenty-six Thousand Five Hundred Thirty-one dollars and sixteen cents (\$6,926,531.16) for mold remediation in the Police building; and

WHEREAS, there is a need for mold remediation in the municipal building; and

WHEREAS, The Goldstein Partnership has provided a detailed Change Order Request dated March 20, 2020 for Change Order #16 of the Contract to effectuate the changes in project scope for an increase of Three hundred Eight seven thousand Seven hundred fifty-three dollars and eight cents (\$387,753.08) for a total contract in the amount of Seven Million Three Hundred Fourteen Thousand Two Hundred Eighty-four dollars and twenty-four cents (\$7,314,284.24); and

WHEREAS, the Borough Administrator has executed the change order in accordance with the direction of the Planning & Development Committee that the proposed scope change for the project was necessary for the project pursuant to Resolution #2020-76; and

WHEREAS, available funds for Change Order #16 have been certified by the Chief Financial Officer from Account #04-215-55-474-007.

WHEREAS, based on the foregoing, the Governing Body has determined that it is necessary and appropriate to approve Change Order #16, in the amount of \$387,753.08

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport as follows:

1. Change Order #16 to increase the contract between the Borough of Oceanport and Benjamin R. Harvey Co., Inc. by \$387,753.08 is hereby ratified and affirmed.
2. The Borough Administrator is authorized to sign the change order on behalf of the Borough.
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, have ascertained that there are sufficient uncommitted funds in Account #04-215-55-474-009 not to exceed \$387,753.08 for the above referenced contract change order.



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-110 was adopted
by the Oceanport Governing Body at the Regular Meeting held
April 2, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

CHANGE ORDER

Project: New Municipal Complex
BOROUGH OF OCEANPORT
Oceanport, NJ 07757

Change Order # General 16
Initiation Date: 3/20/20
Architect's Ref: OMB
Contract No.:
Contract Date: 10/21/19
Constr. Period: 365

Copies:

copiesVar

Contractor: William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

You are directed to make the following changes in this Contract:

MUNICIPAL BUILDING MOLD REMEDIATION:

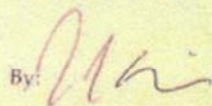
As this change order request is for mold remediation work which is beyond the scope of The Goldstein Partnership's contract, it has not been reviewed for quantities or costs. Additionally, as no mapping of mold affected areas has occurred in the building, it is likely that the work included is in excess of what is required for remediation purposes alone. The Goldstein Partnership is executing this change order, in the sum indicated, per the request of the municipality.

Add \$ 387,753.08

The original Contract Sum.....	\$	6,574,000.00
Net change by previously authorized Change Orders.....	\$	352,531.02
The Contract Sum prior to this Change Order was.....	\$	6,926,531.02
The Contract Sum will be changed by this Change Order.....	\$	387,753.08
The new Contract Sum including this Change Order will be.....	\$	7,314,284.10
The Contract Time will changed by.....	days	
The total change in the Date of Substantial Completion as of this C.O. is therefore.....	days	00.00

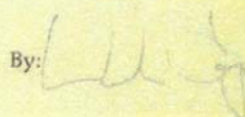
Authorized by ARCHITECT
Laura Berwind, RA
THE GOLDSTEIN PARTNERSHIP
315 Valley St., Suite 110, Maplewood,
NJ 07040

Authorized by: OWNER
Donna Phelps, B.A.
BOROUGH OF OCEANPORT
315 East Main Street
Oceanport, NJ 07757

By:  Date: 3/20/2020

By: _____ Date: _____

Agreed to by CONTRACTOR
William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

By:  Date: 3/23/20



CHANGE ORDER REQUEST

PROJECT: OCEANPORT NEW MUNICIPAL COMPLEX		DATE: 2/14/2020 COR# 14.1
DESCRIPTION OF WORK: DEMO, DRYWALL, INSULATION, MOLD, FRAMING, ETC. (MUNICIPAL BUILDING)		
CONTRACTOR : BENJAMIN R. HARVEY CO., INC.		
SUB - CONTRACTOR : ROSARIO DEMOLITION - REGENCY DRYWALL - ALL PRO MANAGEMENT		AMOUNT
MUNICIPAL BUILDING SEE ATTACHED HIGHLIGHTED DRAWING DETAILING AREAS UNDER CONSIDERATION		
Item 1.0		
COST BREAKDOWNS: REMOVE & DISPOSE OF EXISTING SHEATHING AT GRADE ON EXTERIOR SIDE OF EXTERIOR WALL DUE TO TERMITE		
553 LF @ T&M 1 MAN 32 HOURS @ \$96.40 @ PER/HOUR = \$3,084.80		\$3,084.80
(See Rosario Attached Backup)		
Item 1.1		
COST BREAKDOWNS: REMOVE & DISPOSE OF EXISTING DAMAGED WOOD SILLS AND FRAMING AT GRADE ON EXTERIOR WALL DUE TO		
553 LF @ T&M 2 MAN 24 HOURS @ \$273.70 = \$6,568.80		\$6,568.80
(See Regency Attached Backup)		
SOUTHEAST QUADRANT SEE ATTACHED HIGHLIGHTED DRAWING DETAILING AREAS UNDER CONSIDERATION		
Item 2.0		
COST BREAKDOWNS: REMOVAL OF SHEETROCK AND INSULATION IN CEILING		
2,559 SF @ \$4.00 PSF = \$10,236.00		\$10,236.00
(See Rosario Attached Backup)		
Item 2.1		
COST BREAKDOWNS: REMOVAL OF SHEETROCK WALLS AT PERIMETER WALLS 10' HIGH (DRYWALL AND STUDS IN THEIR ENTIRETY)		
1,931 SF @ \$3.00 PSF = \$5,793.00		\$5,793.00
(See Rosario Attached Backup)		
Item 2.2		
COST BREAKDOWNS: REMOVAL OF EXISTING FIRE SUPPRESSION PIPING INCLUDING HEADS AND HANGERS		
104 LF @ T&M 2 MEN 8 HOURS @ \$183.00 = \$1,464.00		\$1,464.00
(See Rosario Attached Backup)		
Item 2.3		
COST BREAKDOWNS: REMOVAL OF SHEETROCK AND WALL INSULATION AT PERIMETER WALLS 17' HIGH		
2,750 SF @ \$3.00 PSF = \$8,250.00		\$8,250.00
(See Rosario Attached Backup)		
Item 2.4		
COST BREAKDOWNS: FURNISH AND INSTALL MOLD KILLER AND ENCAPSULATOR AT EXTERIOR WALLS FROM FLOOR TO 10' HIGH ON		
INTERIOR OF EXTERIOR WALL SURFACES AND UNDERSIDE OF ROOF. REPEAT PROCESS 3 DAYS LATER WITH MOLD		
ENCAPSULATOR		
4,471 SF @ LUMP SUM = \$9,389.10		\$9,389.10
(See All Pro Attached Backup - No Warranty or Guarantee Expressed or Implied)		
Item 2.5		
COST BREAKDOWNS: FURNISH AND INSTALL R-30 FOIL FACED CEILING INSULATION		
2,540 SF @ \$3.00 PSF = \$7,620.00		\$7,620.00
Item 2.6		
ALTERNATE 1.0		
COST BREAKDOWNS: FURNISH AND INSTALL R-30 UNFACED INSULATION WITH FSK APPLIED FACING IF NO DRYWALL IS REINSTALLED OR		
FSK FACED INSULATION		
2,540 SF @ \$4.50 PSF = \$11,430.00		
Item 2.7		
COST BREAKDOWNS: FURNISH AND INSTALL CEILING DRYWALL (FIRE TAPE ONLY)		
2,540 SF @ \$6.00 = \$15,240.00		\$15,240.00
(See Regency Attached Backup)		
Item 2.6		
ALTERNATE 2.0		
COST BREAKDOWNS: DEDUCT FOR CEILING DRYWALL & INSULATION IF FSK OPTION IS CHOSEN		
2,540 SF @ -\$9.00 PSF = (\$22,860.00)		
Item 2.8		
COST BREAKDOWNS: FURNISH AND INSTALL NEW 20 GAUGE STEEL FRAMING, INSULATION, DRYWALL TAPE AND SPACKLE 10' HIGH		
2,666 SF @ \$8.00 = \$21,328.00		\$21,328.00
Item 2.9		
COST BREAKDOWNS: DEDUCT DRYWALL PATCH AND REPAIR CARRIED IN BID SCOPE		
(See Regency Attached Backup)		
		(\$2,000.00) (\$2,000.00)
Item 2.10		
COST BREAKDOWNS: DESIGN, FURNISH AND INSTALL NEW SPRINKLER PIPING AND HEADS AS REQUIRED		
LUMP SUM = \$22,000.00		\$22,000.00
DEDUCT RELOCATION OF HEADS CARRIED IN BID SCOPE = (\$4,500.00)		(\$4,500.00)
(See Fire Pro tech Attached Backup)		
Item 2.11		
COST BREAKDOWNS: ASBESTOS TESTING TO VERIFY EXISTING MATERIALS WERE NOT ASBESTOS		\$250.00
(See All Pro Attached Backup)		
Item 2.12		
COST BREAKDOWNS: FURNISH AND INSTALL MISCELLANEOUS UNFORESEEN BUT NECESSARY FRAMING/BLOCKING		
550 LF @ T&M 2 MAN 40 HOURS @ \$136.85 = \$5,474.00		\$5,474.00
TOTAL CHANGE ORDER REQUEST THIS PAGE:		\$110,197.70

Note: No Work Relative to Roof or Roof Framing Contemplated at this time. Need to Expose.

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT

SIGNATURE FOR APPROVAL: _____ DATE: _____



CHANGE ORDER REQUEST

PROJECT: OCEANPORT NEW MUNICIPAL COMPLEX		DATE: 2/14/2020 COR# 14.1
DESCRIPTION OF WORK: DEMO, DRYWALL, INSULATION, MOLD, FRAMING, ETC. (MUNICIPAL BUILDING)		
CONTRACTOR : BENJAMIN R. HARVEY CO., INC.		
SUB -CONTRACTOR : ROSARIO DEMOLITION - REGENCY DRYWALL - ALL PRO MANAGEMENT		AMOUNT
NORTHEAST QUADRANT SEE ATTACHED HIGHLIGHTED DRAWING DETAILING AREAS UNDER CONSIDERATION		
Item 3.0		
COST BREAKDOWNS: REMOVAL OF SHEETROCK AND INSULATION IN CEILING		
2,559 SF @ \$4.00 PSF (See Rosario Attached Backup)		= \$10,236.00 \$10,236.00
Item 3.1		
COST BREAKDOWNS: REMOVAL OF SHEETROCK WALLS AT PERIMETER WALLS 10' HIGH (DRYWALL AND STUDS IN THEIR ENTIRETY)		
1,931 SF @ \$3.00 PSF (See Rosario Attached Backup)		= \$5,793.00 \$5,793.00
Item 3.2		
COST BREAKDOWNS: REMOVAL OF EXISTING FIRE SUPPRESSION PIPING INCLUDING HEADS AND HANGERS		
104 LF @ T&M 2 MEN 8 HOURS @ \$183.00 (See Rosario Attached Backup)		= \$1,464.00 \$1,464.00
Item 3.3		
COST BREAKDOWNS: REMOVAL OF SHEETROCK AND WALL INSULATION AT PERIMETER WALLS 17' HIGH		
2,750 SF @ \$3.00 PSF (See Rosario Attached Backup)		= \$8,250.00 \$8,250.00
Item 3.4		
COST BREAKDOWNS: FURNISH AND INSTALL MOLD KILLER AND ENCAPSULATOR AT EXTERIOR WALLS FROM FLOOR TO 10' HIGH ON INTERIOR OF EXTERIOR WALL SURFACES AND UNDERSIDE OF ROOF. REPEAT PROCESS 3 DAYS LATER WITH MOLD ENCAPSULATOR		
4,471 SF @ LUMP SUM (See All Pro Attached Backup - No Warranty or Guarantee Expressed or Implied)		= \$9,389.10 \$9,389.10
Item 3.5		
COST BREAKDOWNS: FURNISH AND INSTALL R-30 FOIL FACED CEILING INSULATION		
2,540 SF @ \$3.00 PSF		= \$7,620.00 \$7,620.00
Item 3.6 ALTERNATE 1.0		
COST BREAKDOWNS: FURNISH AND INSTALL UNFACED INSULATION WITH FSK APPLIED FACING IF NO DRYWALL IS REINSTALLED		
2,540 SF @ \$4.50 PSF		= \$11,430.00
Item 3.7		
COST BREAKDOWNS: FURNISH AND INSTALL CEILING DRYWALL (FIRE TAPE ONLY)		
2,540 SF @ \$6.00 (See Regency Attached Backup)		= \$15,240.00 \$15,240.00
Item 3.6 ALTERNATE 2.0		
COST BREAKDOWNS: DEDUCT FOR CEILING DRYWALL INSULATION IF FSK OPTION IS CHOSEN		
2,540 SF @ -\$9.00 PSF		= (\$22,860.00)
Item 3.8		
COST BREAKDOWNS: FURNISH AND INSTALL NEW 20 GAUGE STEEL FRAMING, INSULATION, DRYWALL TAPE AND SPACKLE 12' HIGH		
2,666 SF @ \$8.00		= \$21,328.00 \$21,328.00
Item 3.9		
COST BREAKDOWNS: DEDUCT DRYWALL PATCH AND REPAIR CARRIED IN BID SCOPE		
(See Regency Attached Backup)		= (\$2,000.00) (\$2,000.00)
Item 3.10		
COST BREAKDOWNS: DESIGN, FURNISH AND INSTALL NEW SPRINKLER PIPING AND HEADS AS REQUIRED		
LUMP SUM		= \$22,000.00 \$22,000.00
DEDUCT RELOCATION OF HEADS CARRIED IN BID SCOPE		= (\$4,500.00) (\$4,500.00)
(See Fire Pro tech Attached Backup)		
Item 3.11		
COST BREAKDOWNS: ASBESTOS TESTING TO VERIFY EXISTING MATERIALS WERE NOT ASBESTOS		
(See All Pro Attached Backup)		\$250.00
Item 3.12		
COST BREAKDOWNS: FURNISH AND INSTALL MISCELLANEOUS UNFORESEEN BUT NECESSARY FRAMING/BLOCKING		
550 LF @ T&M 2 MAN 40 HOURS @ \$136.85		= \$5,474.00 \$5,474.00

TOTAL CHANGE ORDER REQUEST THIS PAGE: \$100,544.10

Note: No Work Relative to Roof or Roof Framing Contemplated at this time. Need to Expose.

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT

SIGNATURE FOR APPROVAL: _____

DATE: _____



CHANGE ORDER REQUEST

PROJECT: OCEANPORT NEW MUNICIPAL COMPLEX		DATE: 2/14/2020 COR# 14.1
DESCRIPTION OF WORK: DEMO, DRYWALL, INSULATION, MOLD, FRAMING, ETC. (MUNICIPAL BUILDING)		
CONTRACTOR: BENJAMIN R. HARVEY CO., INC.		
SUB - CONTRACTOR: ROSARIO DEMOLITION - REGENCY DRYWALL - ALL PRO MANAGEMENT		AMOUNT
WEST QUADRANT SEE ATTACHED HIGHLIGHTED DRAWING DETAILING AREAS UNDER CONSIDERATION		
Item 4.0 COST BREAKDOWNS: REMOVAL OF SHEETROCK AND INSULATION IN CEILING 5,383 SF @ \$4.00 PSF = \$21,532.00 (See Rosario Attached Backup)		\$21,532.00
Item 4.1 COST BREAKDOWNS: REMOVAL OF SHEETROCK WALLS AT PERIMETER WALLS 10' HIGH (DRYWALL AND STUDS IN THEIR ENTIRETY) 2,667 SF @ \$3.00 PSF = \$8,001.00 (See Rosario Attached Backup)		\$8,001.00
Item 4.2 COST BREAKDOWNS: REMOVAL OF EXISTING FIRE SUPPRESSION PIPING INCLUDING HEADS AND HANGERS 225 LF @ T&M 2 MEN 16 HOURS @ \$183.00 = \$2,928.00 (See Rosario Attached Backup)		\$2,928.00
Item 4.3 COST BREAKDOWNS: REMOVAL OF SHEETROCK AND WALL INSULATION AT PERIMETER WALLS 10' HIGH 2,667 SF @ \$3.00 PSF = \$8,001.00 (See Rosario Attached Backup)		\$8,001.00
Item 4.4 COST BREAKDOWNS: FURNISH AND INSTALL MOLD KILLER AND ENCAPSULATOR AT EXTERIOR WALLS FROM FLOOR TO CEILING ON INTERIOR OF EXTERIOR WALL SURFACES ONLY 7,264 SF @ LUMP SUM = \$8,800.00 (See All Pro Attached Backup - No Warranty or Guarantee Expressed or Implied)		\$8,800.00
Item 4.5 COST BREAKDOWNS: FURNISH AND INSTALL R-30 FOIL FACED CEILING INSULATION 5,383 SF @ \$3.00 PSF = \$16,149.00		\$16,149.00
Item 4.6 COST BREAKDOWNS: ALTERNATE 1.0 FURNISH AND INSTALL UNFACED INSULATION WITH FSK APPLIED FACING IF NO DRYWALL IS REINSTALLED 5,383 SF @ \$4.50 PSF = \$24,223.50		
Item 4.7 COST BREAKDOWNS: FURNISH AND INSTALL CEILING DRYWALL (FIRE TAPE ONLY) 5,383 SF @ \$6.00 = \$32,298.00 (See Reagency Attached Backup)		\$32,298.00
Item 4.6 COST BREAKDOWNS: ALTERNATE 2.0 DEDUCT FOR CEILING DRYWALL & INSULATION IF FSK OPTION IS CHOSEN 5,383 SF @ -\$9.00 PSF = (\$48,447.00)		
Item 4.8 COST BREAKDOWNS: FURNISH AND INSTALL NEW 20 GAUGE STEEL FRAMING, INSULATION, DRYWALL TAPE AND SPACKLE 2,666 SF @ \$8.00 = \$21,328.00		\$21,328.00
Item 4.9 COST BREAKDOWNS: DEDUCT DRYWALL PATCH AND REPAIR CARRIED IN BID SCOPE (See Reagency Attached Backup)		(\$2,000.00)
Item 4.10 COST BREAKDOWNS: DESIGN, FURNISH AND INSTALL NEW SPRINKLER PIPING AND HEADS AS REQUIRED LUMP SUM = \$22,000.00 DEDUCT RELOCATION OF HEADS CARRIED IN BID SCOPE = (\$3,000.00) (See Fire Pro tech Attached Backup)		\$22,000.00 (\$3,000.00)
Item 4.11 COST BREAKDOWNS: ASBESTOS TESTING TO VERIFY EXISTING MATERIALS WERE NOT ASBESTOS (See All Pro Attached Backup)		\$250.00
Item 4.12 COST BREAKDOWNS: FURNISH AND INSTALL MISCELLANEOUS UNFORESEEN BUT NECESSARY FRAMING/BLOCKING 550 LF @ T&M 2 MAN 40 HOURS @ \$136.85 = \$5,474.00		\$5,474.00
TOTAL CHANGE ORDER REQUEST THIS PAGE:		\$141,761.00
TOTAL CHANGE ORDER REQUEST:		\$352,502.80
BRH P&O (not sure how to calculate)		10% FOR NOW \$35,250.28
TOTAL		\$387,753.08

Note: No Work Relative to Roof or Roof Framing Contemplated at this time. Need to Expose. -- Schedule 40, 4" Fire Sprinkler Pipe to Remain, Attic Sprinkler Piping and Heads to Remain. Remove and replace remaining Piping and Heads Below Bottom Chord of Truss. Designated Areas of Sprinkler Piping Needs to be Removed or Demolition and Installation Costs for other Items will Rise due to having to protect and work around existing piping.

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT



Mayor & Council

SCHEDULED

DISCUSSION ITEM (ID # 1637)

Meeting: 04/02/20 07:00 PM
Department: Administration
Category: Report
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 1637

8.1

Receipt of Minutes, Recreation Committee, Jan. 8, 2020

OCEANPORT RECREATION COMMITTEE
MEETING MINUTES
January 8, 2020

8.1.a

Minutes of the regular meeting of the Oceanport Recreation Committee held on
Wednesday evening, January 8, 2020, Blackberry Bay Park Building

In attendance: Members:
 Jay Silverman
 Mike MacStudy
 Spencer Carpenter
 Joanne Hunt
 Scott Marcantanio
 Spencer Carpenter
 Greg Lockwood
 Bill Deerin
 Beth Watkins
Absent: Therese Wollman

Open Meeting/Flag Salute

Meeting called to order by Jay Silverman at 7:30pm. Motion to open the meeting was made by Mike MacStudy and seconded by Scott Marcantanio.

Election of Officers:

Mike MacStudy presented the slate of officers:

In a motion made by Mike MacStudy and seconded by Scott Marcantanio, the nomination of Beth Watkins for Chair of the Recreation Committee was made. As there were no other nominations on the floor, Mike MacStudy called for a vote. All were in favor.

In a motion made by Mike MacStudy and seconded by Beth Watkins, the nomination of Scott Marcantanio for Vice Chair of the Recreation Committee was made. As there were no other nominations on the floor, Mike MacStudy called for a vote. All were in favor.

Approval of Minutes

The December 2020 meeting minutes were reviewed. The motion to approve the meeting minutes was made by Mike MacStudy and seconded by Spencer Carpenter. All were in favor.

Correspondence:

Joanne Hunt reported that a final letter was sent to “LaxKids” for payment from the summer field use. The Committee agreed that payment must be made in full before approving any future rentals.

Public Comments: Motion to open to the public was made by Greg Lockwood and seconded by Mike MacStudy at 7:41 pm.

The Following individuals were present:

David Walker, Bungalow Road- Wife is on Council, realized he was very interested in both parks and programs.

Chris Macioch, Burnt Mill Road- Has seen the progress over the past few months, actively involved in Oceanport and interested in serving.

These two individuals were seeking appointments to the Recreation Committee. Jay Silverman, Mike MacStudy and Beth Watkins explained the process.

As there was no one from the public present, in a motion made by Beth Watkins and seconded by Mike MacStudy, the meeting was closed to the public at 8:07 pm.

After the close of the public portion but also in attendance was:

Kristian Karlson, Irma Road.

Beth Watkins re explained the process for the Committee and duties.

Recreation Coordinator Report- Joanne Hunt

Report Highlights:

Decorating Contest- email address seemed to work and we should continue. Jay Silverman suggested we consider a “Blow Up” category. The Committee discussed using Facebook as a notification of winners’ right after judging to allow residents to visit winners during the holidays. All agreed that the historical category was a success.

Revenue:

2020 Boat Permits \$400.00

Field Revenue \$0. Lax Kids still owes \$500 for 2019.

No new field requests. Mike MacStudy explained to the public present about field use and the procedures.

Joanne Hunt presented final calendar of events for 2020.

Council Liaison Report:

Bill Deerin – Bill Deerin reported that the track money, which we had recommended for the improvements of the walking trails and parking at Gatta Park was now earmarked for a police tower. Bill Deerin told the Committee he was committed to future uses for Parks but that there are not a lot of guidelines.

Mike MacStudy mentioned that we are still in need of a sign for community events which has not been replaced since Sandy.

Spencer Carpenter reported that he had hoped Council would consider turf fields for Gatta. Guest Chris Macioch inquired about “naming” rights as a revenue stream for the fields.

Guest Dave Walker asked about sports facilities at the fort and future plans. Bill Deerin responded that everything is still under review and discussion.

Jay Silverman asked Bill Deerin about the defibrillators which he hopes are in place for spring sports. Spencer Carpenter also stated that an answer is needed ASAP on the foundation funds - \$24,000.

Subcommittee Reports:

Subcommittee & Officer Review Panel- Spencer Carpenter- No report

Nominations- Mike MacStudy- Completed!

Sonny Giordano Award- Greg Lockwood- No report.

Egg Scramble- Beth Watkins-No report

Mini Golf- Mike MacStudy- No report

Memorial Day Parade Committee- Beth Watkins – No report

Movies- Therese Wollman- No report

Summer's End- Jay Silverman- No report. Joanne Hunt reported that invoice was processed for stage.

Halloween- Scott Marcantano- No report

Tree Lighting- Spencer Carpenter- Lights will be taken down ASAP.

Decorating Contest- Jay Silverman- Previously reported

Grants/ Master Plan/Park Improvement – Joanne Hunt- previously reported.

Disc Golf- Scott Marcantano –Joanne Hunt will do permit for date. Mike MacStudy will secure golf cart. Scott will look at working with the club for perhaps a “pro-am” type of category.

Finance Report- Greg Lockwood- Greg Lockwood explained the budget and items for the benefit of public present. We are operating on a temporary budget. End of 2020 showed funds were expended.

Old Business:

Pool- Beth Watkins re stated her commitment to the pool. She explained that Mayor Coffey is also in agreement. Spencer Carpenter stated that a concrete status report and budget numbers are needed in order to have any call to action.

Mike MacStudy reported that OP Baseball would fund a new batting cage.

Mike MacStudy would like to revisit shaded benches as some are needed near new buddy swing. Evergreen Park would also benefit from new tables and additional benches. He asked Joanne Hunt to present options in February.

New Business:

Mike MacStudy reported that the OP Historical Committee is seeking photos from Recreation and various events.

Beth Watkins mentioned the importance of our events being on the Borough calendar. Joanne Hunt will remind Jeanne Smith and Kim Parent about inclusion. Beth also feels strongly that we should use paper fliers to send home from school.

Scott Marcantano opened the discussion about basketball practice in the parks. Mike MacStudy suggested that they seek a permit (no fee) so that there are no issues. Mike did however stress that this must be a sanctioned team/practice.

Adjourn: Motion to adjourn was made by Mike MacStudy and seconded by Jay Silverman at 9:08 pm. Next meeting: February 12, 2020 7:30 PM Blackberry Bay Park Building. Scott Marcantano

Respectfully submitted, Joanne Hunt



Mayor & Council

SCHEDULED

DISCUSSION ITEM (ID # 1638)

Meeting: 04/02/20 07:00 PM
Department: Administration
Category: Report
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 1638

8.2

Receipt of Minutes, Recreation Committee, Feb. 12, 2020

**OCEANPORT RECREATION COMMITTEE
MEETING MINUTES
February 12, 2020**

8.2.a

Minutes of the regular meeting of the Oceanport Recreation Committee held
on
Wednesday evening, February 20, 2020, Blackberry Bay Park Building

In attendance:	Members:
	Jay Silverman
	Therese Wollman
	Mike MacStudy
	Spencer Carpenter
	Joanne Hunt
	Scott Marcantano
	Spencer Carpenter
	Greg Lockwood
	Beth Watkins
Absent:	Bill Deerin

Open Meeting/Flag Salute

Meeting called to order by Beth Watkins at 7:30pm. Motion to open the meeting was made by Jay Silverman and seconded by Therese Wollman.

Approval of Minutes

The January 2020 meeting minutes were reviewed. Joanne Hunt asked for clarification- the item to be replaced for baseball was the batting cage net only- not the batting cage. The motion to approve the meeting minutes was made by Therese Wollman and seconded by Greg Lockwood. All were in favor.

Correspondence:

Joanne Hunt reported the \$500 payment for "LaxKids" for payment from the summer field use was received.

Public Comments: Motion to open to the public was made by Therese Wollman and seconded by Greg Lockwood at 7:35 pm.

It should be noted that the following individuals were present:

David Walker.

Chris Macioch

Kristian Karlson

All were present at the second meeting of the Committee for membership purposes.

Report Highlights:

Next event- April 4- Egg Scramble. Bill Deerin has secured the “bunny”. Therese Wollman has the costume. Joanne Hunt will order all the eggs, prizes and candy to fill eggs. Beth Watkins will work on a flier.

Revenue:

2020 Boat Permits \$700.00

Field Revenue \$500. Lax Kids \$500 for 2019.

Council Liaison Report:

Bill Deerin – Not present, no report. Scott Marcantanio reported that the Decorating Contest winners were recognized at the previous Council meeting.

Subcommittee Reports:

Subcommittee & Officer Review Panel- Spencer Carpenter- No report

Nominations- Mike MacStudy- no report

Sonny Giordano Award- Greg Lockwood- No report.

Egg Scramble- Beth Watkins-No report

Mini Golf- Mike MacStudy-The course is all set. Mike will speak with course regarding food and possibly cooking or bringing in refreshments

Memorial Day Parade Committee- Beth Watkins – Should be all set for parade. We can finalize attendees as we get closer.

Movies- Therese Wollman- Next month we will look at options and finalize September date.

Summer’s End-Jay Silverman- Stage is secure. There was discussion regarding the 100th celebration and making the fireworks bigger and better. Joanne will look at options with vendor. Dave Walker mentioned he also knows the vendor and can inquire as to what can be done that is “special” for 100th year. Mike MacStudy suggested we think about “carnival” games to keep within the Centennial theme. All were in favor. Joanne will inquire about games.

Halloween- Scott Marcantanio- No report

Tree Lighting- Spencer Carpenter- Lights have been removed

Decorating Contest- Jay Silverman- No report

Grants/ Parks – Joanne Hunt- No report

Disc Golf- Scott Marcantanio –Date needs to change due to Haskell. New date is July 25. Scott Marcantanio feels we have enough prizes. Another idea for day would be to have a skills competition.

Grants/Parks- Joanne Hunt will remind DPW of 3/15 opening and re-send the list created by Mike MacStudy.

Finance Report- Greg Lockwood- Greg Lockwood reported we are operating on a temporary budget.

Old Business:

Action Camp- Joanne Hunt reported that OP schools cannot be used as rain locations. A discussion continued as to possible options. Some members felt that with only 2 to 3 rain days that we should just cancel camp. Other felt we can require parents to go out of town to other schools. Spencer Carpenter asked if any space at the Fort was available. Beth Watkins inquired about Snapology and all agreed that we should continue this for 2020. Joanne Hunt will confirm.

Joanne Hunt reiterated that the pool (or lack of a pool) is key to pricing and structure for camp and that decisions must be made in March.

Pool- Beth Watkins stated that there has been no pool update but that she will speak to Jay ASAP. Spencer Carpenter stated that we simply need to know the status and rework this into a request for repair. Beth Watkins stated that once we know the “state” of the pool, we should be able to hire a manger. Dave Watkins agreed and knows that there are other towns that have been successful, and made a profit.

Mike MacStudy- no report on benches

Sunshades- Joanne Hunt will be meeting with vendor at the NJRPA conference and will report.

Sports Foundations Funds- There has been no update on these funds. The Recreation Committee asked Joanne Hunt to contact Donna Phelps immediately regarding the defibrillators.

Additional funding request to be forwarded to BA and Council per Mike MacStudy. Mike wanted to also request that the field be redone with 1/3 of funding from- Sports Foundation, Open Space and OP Baseball. Mike will need to get an updated quote but feels this will be close \$30,000 with \$10,000 from each source.

The Committee feels that action must be taken immediately on these funds to avoid losing them. Joanne Hunt will send an updated email to Donna Phelps ASAP. Jay Silverman added that defibrillators must be in place by 4/1 for spring season.

New Business:

Beth Watkins would like to reopen discussion regarding recreation activities and would like to pilot a program to see how/if it will work.

Gregg Lockwood reported that there would be no color run but there would be a fitness event on 5/9/20. Jay Silverman asked that they be reminded to secure a permit.

David Walker asked if we had considered a “run” or any 5K event sponsored by Recreation. Both Mike MacStudy and Jay Silverman reviewed the previous ideas made by members. The Committee was open to this discussion and would consider Summer’s End but cautioned that working with race officials and closing County roads can be a challenge.

New member vote: In a motion made by Beth Watkins and seconded by Jay Silverman the following members were approved by the Recreation Committee.

David Walker.
Chris Macioch
Kristian Karlson

All were in favor. Joanne Hunt mentioned that we did not have a Corresponding Secretary. Beth Watkins will make a nomination next month.

Adjourn: Motion to adjourn was made by Beth Watkins and seconded by Therese Wollman at 9:05 pm. Next meeting: March 11, 2020 7:30 PM Blackberry Bay Park Building. Refreshments; Joanne Hunt

Respectfully submitted, Joanne Hunt



Mayor & Council

SCHEDULED

DISCUSSION ITEM (ID # 1661)

Meeting: 04/02/20 07:00 PM
Department: Administration
Category: Report
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 1661

8.3

Receipt of Minutes, Historical Committee, Feb. 13, 2020

APPROVED
MINUTES OF THE OCEANPORT HISTORICAL COMMITTEE MEETING HELD
02/13/2020

The Oceanport Historical Committee met on Thursday, February 13, 2020. We met at the Blackberry Bay Pavilion at 7:00 p.m., and we wrapped things up around 9:00 p.m. The goals of the committee are to plan and execute efforts to celebrate the Borough's centennial which will occur in 2020 and to promote a better understanding of the Borough's history.

In attendance were:

Frank Barricelli
 Debbie Blair, Wolf Hill liaison
 Nadine Jeffrey
 Rosanne Letson
 Paula Lombardo
 Mike MacStudy
 Barbara Sheppard
 Ric Siciliano
 Toni Sverapa

Guests:

Pat & Raymond Berndt

(Note: If I omitted your name from the attendance for this meeting, please let me know.)

Our Agenda for this meeting was as follows:

- Sign-in sheet
- Introduction of new members and guests
- Review/approve previous month's Minutes
- Review financial status
- Review status of donation letter responses
- Discuss subcommittee meetings/actions
- Discuss school-related activities
- Review status of inputs to history book
- Other items and open discussion
- Verify new action items and adjourn

Before we began, we talked about Wolf Hill's 100th Day of School program, which Frank and Toni attended. Frank said it was difficult to have all grades (Kindergarten through 4th) together as the kids are all at different levels. He also felt they ran short on time. The best part for him was when smaller groups of students came up after.

The following guests were introduced: Pat & Raymond Berndt. Pat (Brady) Berndt grew up on Vreeland Place, as did her mother. She and her husband, Raymond, came with a box full of photographs, maps, articles, pamphlets, and even an 8 mm movie reel (we were unable to view it as we did not have a projector). Members of the committee were awed and very appreciative to Pat and Raymond for visiting our meeting and sharing all of their information.

We approved the Minutes from the prior meeting, and Rosanne will finalize them and submit them to Jeanne Smith at the Borough for filing.

Toni provided our financial status as of January 1, 2020. We had \$17,462.00. We made \$1,972.00 on the banner sales. Of the \$17,462.00, \$16,450.00 is the Committee's for spending.

We talked a little about the book we're working on. As of February of last year, we were quoted \$10,725.00 for 1000 hardcover copies, size 8" x 10", and \$6,450.00 for 1000 softcover copies, size 8" x 10 ½" or 6" x 9", 120 pages. We decided we would wait to see what we had in the way of content before we decided on whether to publish a hardcover or a softcover book. We also decided to do an initial run of 1000 copies to see how well/quickly they sell.

Toni spoke to a photographer, Tina Colella, who will charge \$600 an hour for four hours (for the Gala).

Ric and Frank met with Mr. Ward Wagner, head of marketing for Woodbine Cemetery about being a sponsor. He was very excited and interested about being a sponsor at \$2,500.00, which would pay half the estimated cost for Oceanport Day at Monmouth Park. They are opening a Centennial Mausoleum. The opened in 1919, and had their first burial in 1920. Frank said that the old Pemberton Farm is now the cemetery. He copied marketing brochures from 1919 and 1920 that show the first sales of burial plots as well as a photo trolley running down Eatontown Boulevard. They would like to provide hats or tote bags. Ric noted that the tote bags made more sense than the caps, especially with disposable bags being used less and less. Mr. Wagner's tentative sponsorship offer is pending approval by the owner.

Ric also said that the picnic area (at Monmouth Park) charge increased from the \$700 we were quoted in the past to \$900, with no food provided.

Ric then talked about Oceanport Day at Monmouth Park (June 14th). He said that Audrey, who works for Dennis Drazin at the Track is putting together a barbecue package at \$25 per person, and a sub package that is a la carte. He said that Audrey can't do much until March. He did say that Monmouth Park will honor the quote that Jennifer gave us at \$75 a person for the Gala in October.

Ric also talked about the Ransom family. The grandson of Reverend Ransom, Curtis Ransom, wants to donate \$2,500.00 as a family to the Centennial. That would be a family sponsorship. We will write about the Reverend Ransom and his family in the book, and we'll also include some of the photos provided.

We talked about the Essay Contest. There will be a winner and a runner up at Maple Place. At Wolf Hill, there will be one winner per grade level for a total of 8 winners there. We talked about presenting Centennial sweatshirts for the runners up. The Language Arts teachers will choose the winners or choose the top three – they’re still working out the details. \$25.00 tops will be the amount of the prizes awarded. We talked about giving out the prizes the same date in both schools. The themes for Maple Place are what tradition do you love in our town? Or, what do you love about our town? Kindergarten through 1st grade will have a poster contest. The posters will be completed at home. Grades 2, 3 and 4 will have an essay contest with the theme Why I Love Oceanport. The essays will be done in school. The Essay Contest will open March 2nd, and the essays will be due April 6th.

Debbie told us that the coloring book project was ongoing with the Art Club students. They have pictures to use as samples. They meet once or twice a month. Frank mentioned that he had a Monmouth Park Coloring Book, and he will supply that for them to use as well.

Mike provided us with all pertinent Rec Committee dates for the year 2020 as follows:

1. The Easter Egg Scramble is April 4th at 11:00 a.m. with a rain date of April 5th at 2:00 p.m.
2. The Mini Golf Tournament is May 1st at 5:00 or 6:00 p.m.
3. The Memorial Day Parade is May 25th at 9:00 a.m.
4. The Disc Golf Tournament is July 25th.
5. Movies in the Park (dates to be announced).
6. Halloween Parade October 25th at 11:00 a.m. (From Charles Park to the Port-Au-Peck Fire House).
7. The Holiday Tree Lighting is December 6th.

Mike mentioned that the Rec Committee would like to take over and run with some of the ideas we had for Summer’s End, such as “old-fashioned” contests, etc.

Paula talked to us about the Memorial Day Parade, which is Monday, May 25th at 9:00 a.m. She reached out to Councilman Bill Deerin about using the antique cars, and he’s on board with that. Paula contacted the antique automobile club, who told her we were the first request this year for cars for the parade. Frank and Ric told us that a relative of Woodbine Cemetery’s marketing manager, Mr. Ward Wagner, has a 1920 Chrysler, and we all discussed how we’d love to have them participate with that automobile. Paula says the Oceanport Fire Department has a 1968 Mac truck, which will “march” with our part of the parade. The Eatontown Fire Department has an antique fire truck they could send, and Dale Bennett is the contact person there according to Paula. We did discuss, though, limiting the fire trucks, etc., to Oceanport’s vehicles.

Bill Deerin wants the Rec teams, the scouts, and the band(s) to potentially march in the parade this year. We talked about the school bands. Debbie said Maple Place has a band that can march. Apparently, Shore Regional really doesn’t have a marching band anymore.

We touched briefly on the progress of the book. Toni has received pieces on Rec Basketball and Roller Hockey. A piece on the Environmental Commission/Committee is coming, as is a piece on the Water Watch Committee. Debbie is working to get a piece on Wolf Hill, and Paula is working to get a piece on Maple Place.

Toni let us know that the Hook & Ladder will do the 50/50 raffle for us at the Gala. They will send Toni the application/form that needs to be filled out and filed with the State.

Before adjourning, we talked about an archaeological that was found on the Fort Monmouth property where the NCO (Non-commissioned officers) housing is on the south side of the Parade Field. There is a fenced-off area that is near a stream that is visible from the road. The dig was done there three years ago, and arrowheads and other artifacts were found there.

We adjourned at approximately 9:00 p.m.

Action Items for the next meeting:

1. The subcommittees will continue to meet as needed.
2. Frank will make sure the Art students at Maple Place get the Monmouth Park Coloring Book he has.
3. Rosanne will continue to post on Facebook requesting that people share photos with us to be used in the videos at the Gala. Mike will follow-up with Rec Committee members about photos on their cell phones taken at Rec events.
4. Frank will reach out again to all organizations who still owe us their histories for the book. Paula and Toni will get together and work on what Steve Briskey submitted for the Port-Au-Peck Fire Company and the photos from Clem Sommers.
5. Frank will start sending Rosanne the passages he has for editing.
6. Toni will talk to the Commodore at the Sailing Club about having a nondenominational sunset service.
7. Frank will put something together on Triumphant Life Church for the book, and we will get the submissions from the schools. Paula and Toni will get the fire departments'. Toni will touch base with Marge at the schools for enrollment numbers, etc.

Oceanport Historical Committee
Outline of Upcoming Events
2020

- I. Essay contest for the schools ("Why I Love Oceanport", etc.) – March - April 2020.
- II. Coordination with the schools for preparation of a coloring book depicting Oceanport and its history by our students.
- III. Memorial Day Parade – Monday, May 25, 2020.
- IV. Lion's Club Strawberry Festival – May – June 2020.

- V. Oceanport Day at Monmouth Park – Sunday, June 14, 2020.
- VI. Regatta – sailing, model boat, kayak, etc. – July or August 2020 (not finalized yet).
- VII. Centennial Social at Blu Grotto/Blue Grass Mini Golf – August 13, 2020.
- VIII. Summer’s End Festival – September 2020 (pet parade, pie contest, old-fashioned county fair type activities).
- IX. Centennial Gala – Saturday, October 17, 2020.
- X. Halloween Window Painting of local businesses – October 2020.
- XI. Sponsor historical category prize for the Rec Committee’s Halloween party/parade, October 25, 2020.
- XII. Holiday Home Tour, December 6, 2020.

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • MARCH 5, 2020****Workshop****Maple Place School****7:00 PM****2 Maple Place, Oceanport, NJ 07757**

- I. **Meeting Called to Order:** Council President Gallo called the meeting to order at 7:01 p.m.
- II. **Statement of Compliance with Open Public Meetings Act:** *This meeting complies with the Open Public Meetings Act by notification on January 6, 2020 of this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough website.*

Please be advised that the Borough of Oceanport's Municipal Council Meetings are video and audio recorded and may be broadcast and/or live streamed. This is a PUBLIC meeting. As a visitor attending this public meeting, your presence and attendance may be recorded. By remaining in the meeting room during the meeting, it is assumed your consent is given if your image is broadcasted or live streamed. There may be situations where, due to technical difficulties, broadcasting, live streaming or recording of a meeting may not be possible or available. The Borough shall not be responsible for and accepts no liability in the event that the recording, broadcast or live streaming of the meeting is unavailable. If you choose to speak at this public meeting, in order for the Clerk to record the minutes in a complete and thorough fashion, you must only speak at the microphone and you will be required to state your name and address for the record at the start of your comment."

- III. **Flag Salute:** Council President Gallo led the audience and members of the Council in the flag salute
- IV. **Invocation:** Borough Chaplain Stacy Deerin gave an Irish blessing for the invocation.
- V. **Roll Call:**

Attendee Name	Title	Status	Arrived
Jay Coffey	Mayor	Absent	
William Deerin	Councilman	Present	
Richard Gallo	Councilman	Present	
Bryan Keeshen	Councilman	Present	
Michael O'Brien	Councilman	Absent	
Thomas Tvrdik	Councilman	Absent	
Meghan Walker	Councilwoman	Present	
Jeanne Smith	Borough Clerk	Present	
Donna M. Phelps	Borough Administrator	Present	
Scott Arnette	Board Attorney	Present	
Catherine D. LaPorta	Chief Financial Officer	Present	

VI. RESOLUTIONS:**#2020-87** Resolution authorizing payment of BILL LIST 03-05-2020

RESULT: ADOPTED [UNANIMOUS]
MOVER: William Deerin, Councilman
SECONDER: Bryan Keeshen, Councilman
AYES: Deerin, Gallo, Keeshen, Walker
ABSENT: O'Brien, Tvrdik

VII. Administrator's Report:

1. Domestic Violence Policy – under review with Borough Attorney
2. #2020-088 Resolution authorizing Davey Tree Service to park temporarily in exchange for tree service

Ms. Phelps advised that Davey Tree Service had approached the Borough regarding parking temporarily at Gatta Park. In exchange Davey Tree Service would provide tree removal service for a tree in the Willow Way right of way that did not front to another property owner and needed to come down promptly. Ms. Phelps requested that the Council consider acting on the resolution that evening so that tree removal could proceed. As there were no objections by Council, the Clerk read the resolution in full for the record which was moved by Councilman Deerin, seconded by Councilman Keeshen and received the following roll call:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William Deerin, Councilman
SECONDER:	Bryan Keeshen, Councilman
AYES:	Deerin, Gallo, Keeshen, Walker
ABSENT:	O'Brien, Tvrdik

Ms. Phelps next reported on the Borough's gasoline purchasing through Long Branch, associated fees and her evaluation of pricing through the County compared with Long Branch which results in a savings if the Borough were to purchase through the County in addition to travel time and distance with the County being closely located to the Borough's operations. As there were no objections from Council, Ms. Phelps would proceed with making the switch. Ms. Phelps also reported on items including a request from the Port Au Peck Firehouse President Richard Gallo, III seeking the Borough's permission to allow Pop Warner to store a container for their equipment at the firehouse site. There were no objections as long as the fire company was okay with it; the Borough would be continuing with the contractor for grass cutting from last fall to which there were no objections; advised that NJ American Water co would be flushing hydrants in Oceanport May 18-29.

Lastly, Ms. Phelps reported on the status of the work at the municipal complex advising "First off – the mold at both buildings. I let the contractor know that the Borough had reached out to companies to put together mold remediation specs and oversee the remediation process. The contractor is not comfortable getting involved in that process and suggested that we go ahead with the removal of all the sheetrock and insulation so we can keep the job moving. He can take the mold remediation out of the change order. It is my understanding that Removal of the contaminated materials will provide a clean slate of what mold remains in the buildings and remediation can be addressed once the removal work is completed. The contractor has suggested (and I believe the Planning and Development Committee is in agreement, as is the Borough's Owner Rep) that he proceed with removing all the sheet rock and insulation so that work can continue on the building. Boro Hall \$360,174.88/PD 66, 964.29. This includes removal/replacement of sheet rock and insulation and design, furnish and install new sprinkler piping and heads.

"I realize that the ultimate goal is to ensure that the Borough has taken all the necessary steps to remediate the mold issue. Unfortunately, there is not a company out there that will do the remediation and provide us with a guarantee that the mold will not return. However, as previously stated, I don't believe there are any procedures for inspection and abatement of mold hazards. There is legislation pending which requires the DCA to establish procedures for inspection and abatement of mold hazards in residential buildings and school facilities, and certification programs for mold inspectors and mold hazard abatement workers. However, the legislation did not pass in the last legislative session. It was pre-filed for introduction in the 2020 session and is pending in Senate/Assembly committee. The only other thing I found regarding mold was:

"Currently, there are no federal standards or recommendations, (e.g., OSHA, NIOSH, EPA) for airborne concentrations of mold or mold spores. The NJDHSS PEOSH Program, however, enforces an Indoor Quality Standard for public employees in New Jersey that addresses visible microbial contamination in buildings (N.J.A.C. 12:100-13.4 (c)). For further information on the Standard, contact the NJDHSS PEOSH Program (see p. 12). I did look under the Department of Health's PEOSH Program and there is information on what an employer has to do to provide good indoor air quality, but I couldn't find anything specific to mold remediation and oversight of companies doing the remediation.

Demolition of rear of Police Building. Since the building is now open, it is easier for the demolition subcontractor to come in now and do this demolition for future growth. And it appears there is no questions there will be future growth with the redevelopment of the Fort. It would be difficult to do this demolition at a later date since it would be extremely disruptive to the Department. The cost for this is

\$77,671 and this change has been approved by the Planning and Development Committee.

Finally, there have been some questions regarding peeling paint in the buildings and whether or not it was lead paint. I was at the Police Building with our Construction Official John Johnson when this was brought to our attention. At that time, John explained that there would be no children in the building and that the only way the lead paint is problematic is if it is ingested. He further explained that there are no requirements for testing the lead paint. FYI, John has his RRP (Renovation Remodel and Paint) Certification and is EPA Lead Safety Certified. Lead sampling is only required in residential homes, schools and day care centers. I also purchased a lead testing kit and tested the paint. The results were negative."

Councilman Deerin commented that amounts to more than \$500,000 in change orders over the last 2 weeks and how could they have not known about this. Ms. Phelps advised that some of this was before her time and she believes that some of it can be attributed to the leaking roofs. Councilman Deerin asked why wasn't this addressed in the original bid. Councilman Gallo commented that they were told it was okay and now that its leaking we've got to do it. Additionally, with moving rooms around the sprinkler heads have to be moved and get compromised when the vendor is doing anything. Councilman Deerin stated "it just stinks to me".

VIII. Clerk's Report: Ms. Smith reported that she was in receipt of a donation from the Oceanport Sports Foundation as had been previously advised was forthcoming. In order for the Borough to receive the funds, a resolution had been provided in their packets providing for the accepting of the donation. Ms. Smith asked that the Council move on the resolution that evening in order for the Borough to process the donation. As there were no objections, the Clerk read the resolution in full for the record which was moved by Councilman Deerin, seconded by Councilwoman Walker and received the following roll call:

1. #2020-089 Resolution accepting donation from the Oceanport Sports Foundation

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William Deerin, Councilman
SECONDER:	Meghan Walker, Councilwoman
AYES:	Deerin, Gallo, Keeshen, Walker
ABSENT:	O'Brien, Tvrdik

Ms. Smith reported on two items regarding the Planning Board – parcel for Alison Hall development was appearing informally before the Board with a full application anticipated. Ms. Smith also reported that the 2 Martelli projects had completed Planning Board conditions; were scheduled to close on the properties with funds for the Borough's sale of 222 Monmouth Blvd forthcoming. Ms. Smith asked for any questions on any of the items for the March 19, 2020 meeting.

March 19, 2020 Meeting Items:

3. Resolution appointing Acacia Financial Group as Financial Advisor for 2020
4. Resolution accepting the Tax Collector's Annual Report for 2019
5. Resolution authorizing Tax Sale Redemption #19-00007
6. Resolution supporting increase of funding for Shore Protection Fund
7. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Dec. 9, 2019
8. Receipt & Acceptance of Minutes, Recreation Committee, Dec. 10, 2019
9. Receipt & Acceptance of PAP Captain's Report for February 2020
10. Mayor & Council - Workshop - Feb 6, 2020 7:00 PM
11. Mayor & Council - Regular Meeting - Feb 20, 2020 7:00 PM

IX. Chief Financial Officer's Report: Ms. LaPorta reported on items regarding the budget, meetings on capital; sale of bonds, payments of bond anticipation note and advised that at the next meeting she would be seeking an extension of the temporary budget which only carries through March until the budget is adopted.

X. Discussion Items:

1. Re-Establishing the Environmental Commission, Councilwoman Walker

Councilwoman Walker suggesting tabling the discussion until everyone could be present and with no objections was moved to the April 2, 2020 workshop meeting.

2. An Ordinance Limiting Use of Single Use Plastics

Councilwoman Walker stated the ordinance had been provided and was scheduled for introduction at the next meeting providing for a ban on single use bags and other items provided on request only.

3. EMS Transportation Insurance Billing

Councilman Keeshen discussed a proposed ordinance to put in place a tool to assist with first responders/EMS should they need any – whether short on staffing or otherwise; moving to a billable system would entail the resident's insurance being billed, any balance not covered by insurance would be waived for residents. Councilwoman Walker asked what would be the argument against it? Councilman Keeshen explained if the Borough did move to the system, the employees would have to be under the Borough and First Aid members have to follow under another set of rules and would cost a bit more money; worker's comp insurance – which the Borough already has in place. The First Aid squad would have to manage more if it were put under them. Responders would need to become employees. Councilwoman Walker asked if they had the manpower to handle the administrative work – insurance filing...Councilman Keeshen responded that a third-party billing company would be hired to perform that work; when trip to hospital has data inputted the billing company would track through the hospital. The recoup from the insurance would essentially cover the costs for the billing company and employees and equipment. Councilman Keeshen stated that there were still more details to be worked out before introduction but wanted to bring the concept to the Council.

4. Improvements to Fields at Community Center and Blackberry Bay Park, Councilman Deerin

Councilman Deerin advised that in order to do maintenance on the ball fields at Blackberry and Community Centers – they will need refurbishment at a cost of approximately \$30,000; monies to cover would come from Oceanport Sports Foundation, Oceanport Baseball and the Borough's Open Space Trust. Would like to get it done before the season starts. Quotes would be obtained and provide to Katie for review and the donation from baseball would need to be provided before an award could be made using those anticipated funds.

XI. Petitions from the Public: Council President Gallo opened the meeting to petitions from the public:

Stuart Briskey, 46 Werah Place, stated he saw on the bill list payment for the drone for OEM and asked if it would be shared with other Oceanport emergency services; would there be cross-training on it? Councilman Keeshen responded yes, others would have the opportunity to be trained on it and would be available to the fire department they would be allowed to call it out for use. Mr. Briskey asked if he could check the status of those signed up to train on the OEM boat a few years ago.

Jeffrey Oakes, 60 Pemberton Ave, acknowledged the new Council, was his first time out since being in the hospital. Mr. Oakes' journey has petitioned the governing body to lift the ban on medical cannabis and was why he was there again tonight. Countless people working on a new law for the State which would be called Jeff's Law and would be a shame if his hometown continued a ban on medical cannabis. He appealed to the Council once again to reconsider lifting the ban.

As no one else from the public appeared to be heard, Council President Gallo closed that portion of the meeting.

XII. Adjournment: As there was no further business, the meeting was adjourned at 7:39 PM on a motion by Councilman Keeshen, seconded by Councilman Deerin and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK



Mayor & Council

SCHEDULED

DISCUSSION ITEM (ID # 1662)

Meeting: 04/02/20 07:00 PM
Department: Administration
Category: Appointment
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 1662

8.6

First Aid Membership Application, Douglas Goldsmith

Michael P. Kelly
Chief of Police
Michael S. Chenoweth
Captain

BOROUGH OF OCEANPORT

POLICE DEPARTMENT
P.O. BOX 370, OCEANPORT, NEW JERSEY 07757732.222.6300
Main732.222.6301 ext 1015
Records732.222.0945
Fax

Thursday, March 05, 2020

To: Frederick Filippone, Oceanport First Aid
Donna Phelps, Oceanport Borough Administrator

Reference: Douglas Goldsmith, First Aid Applicant

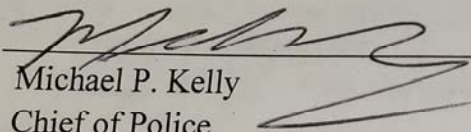
Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

 X The applicant is suitable for membership.

 The applicant is **NOT** suitable for membership.

If there are any further questions regarding this applicant, please contact my office.

Sincerely,


Michael P. Kelly
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A NON-FAIR AND OPEN CONTRACT FOR FIELD
MAINTENANCE/RENOVATION SERVICES BETWEEN SPORTS FIELD
SOLUTIONS AND THE BOROUGH OF OCEANPORT**

Resolution

WHEREAS, the Borough of Oceanport desires to engage services for field maintenance/renovation improvement services by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and,

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00.

WHEREAS, the anticipated term of this contract is the period April 1, 2020 through December 31, 2020; and

WHEREAS, Sports Field Solutions, Baptistown, NJ 08803, has completed and submitted a Business Entity Disclosure Certification and Political Contribution Disclosure Form which certifies that Sports Field Solutions has not made any reportable contributions to a political or candidate committee in the Borough of Oceanport in the previous one year, and the contract will prohibit Sports Field Solutions from making any reportable contributions through the term of the contract, and;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that:

1. Sports Field Solutions is hereby awarded a contract for field maintenance/renovation improvements to the ball fields at Blackberry Bay Park and Community Center Park for the period April 1, 2020 through December 31, 2020 for an amount not to exceed \$29,475.00 in accordance with their proposal dated February 19, 2020.
2. Sports Field Solutions is prohibited from making any contribution to a political or candidate committee during the term of this appointment.
3. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport.
4. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form be placed on file with said contract.

BE IT FURTHER RESOLVED that a summary of the above shall be published in The Link News as required by law within 10 days of its passage.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds are available in Recreation Trust Account #60-270-55-600-105 not to exceed \$19,475.00 and the Open Space Trust Account #06-270-00-500-020 not to exceed \$10,000 for the purposes stated herein.



Catherine D. LaPorta, CFO

From: [REDACTED]
To: [REDACTED]
Subject: [REDACTED]
Date: [REDACTED]
Attachments: [REDACTED]

Jeanne,

Please include a resolution on the agenda awarding a non-fair and open contract for Field Maintenance/Renovation to Sports Field Solutions per the attached documentation. The total cost of the contract is \$29,475.

The project will be funded in part by donations from the Oceanport Sports Foundation (\$5,000) and the Oceanport Baseball Association (\$14,475). The balance will come from Open Space (\$10,000.)

The account numbers for certification are as follows:

Recreation Trust - \$19,475 acct #60-270-55-600-105

Open Space - \$10,000 acct 06-270-00-500-020

I will obtain the appropriate paperwork from the vendor before the meeting on Thursday.

Thanks

Katie LaPorta, CMFO, QPA
 Borough Of Oceanport
 315 E. Main Street
 Oceanport, NJ 07757
 Phone - 732-222-8179
 Fax - 732-222-0904

From: mike macstudy <mamacstudy@yahoo.com>

Sent: Thursday, March 5, 2020 4:05 PM

To: William Deerin <wdeerin@gmail.com>; Katie LaPorta <KLaPorta@oceanportboro.com>; Donna Phelps <dphelps@oceanportboro.com>; Oceanport Mayor <mayor@oceanportboro.com>; Bill MacRae <bill.macrae@gmail.com>

Subject: Fw: Revised Proposals

Councilman Deerin,

Please let the e-mail serve as the Oceanport Baseball Associations pledge to pay up to \$14,475 to renovations of the Blackberry Baseball and Softball fields and the Community Center Baseball field per the attached proposal. The Borough will pay the remaining balance from the Open Space Fund and the

money it is receiving from the Oceanport Sports Foundation.

Hopefully this is approved tonight so I can reach out to the contractor and schedule the work.

Thanks in advance for everyone's cooperation.

Sincerely,

Mike MacStudy
Oceanport Baseball Association - President

----- Forwarded Message -----

From: mike macstudy <mmacstudy@yahoo.com>

To: William Deerin <wdeerin@gmail.com>; Oceanport Recreation <oprec@oceanportboro.com>; Beth Watkins <mdrpromo@yahoo.com>; Scott Marcantonio <scott.marcantonio@gmail.com>; Bill MacRae <bill.macrae@gmail.com>

Sent: Wednesday, February 19, 2020, 05:04:10 PM EST

Subject: Fw: Revised Proposals

Bill,

Attached is the proposal to renovate/repair the three baseball/softball fields in town. The costs are as follows: BBB 60/90 field - \$11,625, BBB softball field \$8,945 and the Community Center field \$8,905. The total cost is \$29,475. As I mentioned the Rec Committee approved me to ask Council for \$10,000 from Open Space Fund, \$10,000 from Oceanport Sports Foundation and Oceanport Baseball Association will contribute \$9,475.

Please bring this to Council on Thursday as I would love to get this done by April 1st.

Please let me know if anyone has any questions.

Mike

----- Forwarded Message -----

From: Scott Bills <scott@sportsfieldsolutionsllc.com>

To: mike macstudy <mmacstudy@yahoo.com>

Sent: Wednesday, February 19, 2020, 09:14:10 AM EST

Subject: Revised Proposals

Mike,

As requested, attached is the revised proposal for the two ballfields at Blackberry Park and the skinned field at Community Center.

Thanks

Scott Bills, CSFM

Certified Sports Field Consultant

Sports Field Solutions, LLC

908-268-8866

www.sportsfieldsolutionsllc.com



Scott Bills, CSFM
SPORTS FIELD SOLUTIONS, LLC
 Certified Sports Field Manager
 PO Box 131, Baptistown, NJ 08803
 Cell # 908-268-8866
 Email: scott@sportsfieldsolutionsllc.com
 Website: www.sportsfieldsolutionsllc.com

February 19, 2020

Mr. Mike MacStudy
 Borough of Oceanport
 315 East Main Street
 Oceanport, NJ 07757

RE: Blackberry Bay Park and Community Center Ball Fields

Dear Mike,

As requested, I inspected the 60/90 baseball field and skinned softball field ball at Blackberry Bay Park, plus the skinned Community Center little league field.

OBSERVATIONS

Blackberry Bay Park

The 60/90 Baseball Field was originally renovated in the spring of 2012. Although the field shows wear, after 8 years of use, I was pleased with the overall condition of the infield. Even professional fields need renovating within 5 years. I recommend the following scope of work to improve the safety and playability of the field, plus make the infield easier to maintain. The biggest issue is the elevated grass lip along the entire infield radius.

1. Survey the infield to determine existing and proposed grades.
2. Check the height, distance and alignment of the bases, home plate and pitcher's mound.
3. Due to use and continuous grooming the grass along the infield radius has become raised and is uneven. The radius needs to be cut back to 90' from the center of the pitcher's mound to help reduce the elevated lip and make the radius symmetrical.
4. Reinforce the pitcher's mound by re-building the table/plateau around the rubber and landing area with DuraPitch Professional Mound Clay to make these areas more wear resistant.
5. Replace the pitching rubber which is presently bent and disfigured.
6. Reinforce the batter's boxes and catcher's box with DuraPitch Professional Mound clay to fill depressions that hold water and make these areas more wear resistant
7. Replace Home Plate which is heavily worn.
8. Replace the 'Soft Touch' base anchors. The anchors are too high, worn and 2nd base is cracked. They are presently dangerous.
9. Scarify the existing infield mix to homogenize the material, then laser grade to cut high areas and fill low areas.
10. Cut and removed accumulated infield mix, weeds, grass, and soil from base of the backstop and player bench fencing.
11. Supply and install 25 Tons of DuraEdge 'Classic' infield mix to replace the material that has been lost over the years and fill the area where the infield radius needs to be cut back.
12. Laser grade to meet proposed finished grades.
13. Supply and install 2 Tons of ProSlide Conditioner to insulate and protect the infield mix.
14. Groom and prepare for game conditions.

Labor and Equipment	\$5,800.00
Materials	
DuraEdge 'Classic' Infield Mix	\$3,125.00
DuraPitch Professional Mound Clay	800.00
ProSlide Conditioner	\$1,280.00
New 3" Official Home Plate	\$ 120.00
New 4 Way Pitching Rubber	\$ 120.00
3 New SoftTouch Base Anchors	\$ 90.00
Delivery	\$ 290.00
TOTAL COST TO RENOVATE THE 60/90 FIELD @ BLACKBERRY BAY PARK	\$11,625.00

Note: The cost to renovate the Baseball Field in 2012 was approximately \$13,000.00



Blackberry Bay Baseball Field

The two park benches just past the fence on the 1st base side of the field pose a dangerous condition as they are in the direct line of an overthrow from 3rd base and could possibly be unprotected from a line drive foul ball from a batter at home plate. There are ASTM standards regarding protecting players and spectators on baseball and softball fields. I will attach those standards to the email with this report.



The Softball Field at Blackberry Bay Park also has predictable wear. The biggest issue with this field is the elevated lip in the grass along the infield radius. This is preventing water from efficiently draining off the infield and is creating a tripping hazard. The following scope of work is recommended for this field.

1. Survey the infield to determine existing and proposed grades.
2. Check the height, distance and alignment of the bases, home plate and pitcher's mound.
3. Due to use and continuous grooming the grass along the infield radius has become raised and is uneven. The radius needs to be cut back to 65' from the center of the pitcher's mound to help reduce the elevated lip and make the radius symmetrical.
4. Reinforce the pitching area by re-building the front of the rubber and landing area with DuraPitch Professional Mound Clay to make these areas more wear resistant.
5. Replace the pitching rubber which is presently worn.
6. Reinforce the batter's boxes and catcher's box with DuraPitch Professional Mound clay to fill depressions that hold water and make these areas more wear resistant
7. Replace Home Plate which is broken and heavily worn.
8. Scarify the existing infield mix to homogenize the material, then laser grade to cut high areas and fill low areas.
9. Cut and removed accumulated infield mix, weeds, grass, and soil from base of the backstop and player bench fencing.
10. Supply and install 25 Tons of DuraEdge 'Classic' infield mix to replace the material that has been lost over the years and fill the area where the infield radius needs to be cut back.
11. Laser grade to meet proposed finished grades.
12. Supply and install 1 Ton of ProSlide Conditioner to insulate and protect the infield mix.
13. Groom and prepare for game conditions.

Estimated Cost

Labor and Equipment	\$3,900.00
Materials	
DuraEdge 'Classic' Infield Mix	\$3,125.00
DuraPitch Professional Mound Clay	\$ 800.00
ProSlide Conditioner	\$ 640.00
New 3" Official Home Plate	\$ 120.00
New 4 Way Pitching Rubber	\$ 120.00
Delivery	\$ 240.00
TOTAL COST TO RENOVATE THE SOFTBALL FIELD @ BLACKBERRY BAY PARK	\$8,945.00

Note: The cost to renovate the Softball Field in 2012 was approximately \$10,000.00.



Blackberry Bay Softball Field

Community Center Ballfield

The skinned infield at Community Center Park has much worse wear. Approximately 3-4 feet grass edge along the infield radius has been contaminated with infield mix. This has caused most of the grass to die or weaken and promoted considerable weed growth, as annual weeds such as Crabgrass love to grow in infield mix. The elevated lip is also preventing water from efficiently draining off the infield.

The batter's boxes and pitching area are heavily worn with significant depressions.

A large area between the pitcher's mound and 1st base dugout has become a swale that directs water and infield mix off the field and into the parking lot. There is at least 8-10 tons of infield mix in the parking lot and outside the field. The landscape ties bordering the parking lot should be replaced and raised so the grades can help prevent so much erosion. I am not providing a quote for that work with this proposal but can if requested.

The following scope of work is recommended for this field.

1. Survey the infield to determine existing and proposed grades.
2. Check the height, distance and alignment of the bases, home plate and pitcher's mound.
3. Cut back the grass edge along the infield radius to help reduce the elevated lip and give the infield more symmetry.
4. Reinforce the pitching area by re-building the front of the rubber and landing area with DuraPitch Professional Mound Clay to make these areas more wear resistant.
5. Reinforce the batter's boxes and catcher's box with DuraPitch Professional Mound clay to fill depressions that hold water and make these areas more wear resistant

6. Scarify the existing infield mix to homogenize the material, then laser grade to cut high areas and fill low areas.
7. Cut and removed accumulated infield mix, weeds, grass, and soil from base of the backstop and player bench fencing.
8. Supply and install 25 Tons of DuraEdge 'Classic' infield mix to replace the material that has been lost over the years and fill the area where the infield radius needs to be cut back.
9. Laser grade to meet proposed finished grades.
10. Supply and install 1 Ton of ProSlide Conditioner to insulate and protect the infield mix.
11. Groom and prepare for game conditions.

Estimated Cost

Labor and Equipment	\$4,100.00
Materials	
DuraEdge 'Classic' Infield Mix	\$3,125.00
DuraPitch Professional Mound Clay	\$ 800.00
ProSlide Conditioner	\$ 640.00
Delivery	<u>\$ 240.00</u>
TOTAL COST TO RENOVATE THE COMMUNITY CENTER BALLFIELD	\$8,905.00



Community Field

CONDITIONS

Oceanport to mark existing irrigation and make any necessary adjustments or repairs.

Oceanport to provide a location on site to dump excess materials and debris.

Oceanport shall be responsible for removal and disposal of excess materials and debris. This material will include grass, weeds, soil, and excess infield mix from the grass edges.

Oceanport to provide a location to store equipment and materials during the work.

Sports Field Solutions, LLC to provide the necessary labor and equipment such as laser level, Skid Steer Loader with Tracks, ABI Force and all necessary hand tools.

For the work to be properly completed, the fields should be out of play for at least one week prior and one week after scheduling of the work.

The fields will not be released for play until authorized by Sports Field Solutions, LLC.

The project will not be scheduled until receipt of written authorization or Purchase Order.

This proposal be valid until December 31, 2018

All information within this proposal shall remain the property of Sports Field Solutions, LLC and shall not be shared with other contractors, vendors, suppliers, engineers, architects, or consultants without consent.

CONCLUSION

Each field can be completed in 1-2 days, depending upon weather. Depending on how many fields are completed at one time, we will mobilize to finish one, two or all three fields.

Since we are not installing sod or seeding any areas, the work can be completed at any time of year. I do suggest scheduling the work when there are no games scheduled or after the fall season.

Please feel free to contact me with any questions.

Sincerely,

Scott Bills, CSFM
Certified Sports Field Consultant
Sports Field Solutions, LLC

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING ACCEPTANCE OF A GIFT FROM THE OCEANPORT
BASEBALL ASSOCIATION**

Resolution

WHEREAS, pursuant with N.J.S.A. 40A:5-29, the Borough of Oceanport is a local unit authorized and empowered to accept bequests, legacies and gifts made to it and is empowered to utilize such bequests, legacies and gifts in the manner set forth in the conditions of the bequests, legacy or gift, provided, however, that such bequest, legacy or gift shall not be put to any use which is inconsistent with the laws of the State of New Jersey and of the United States; and

WHEREAS, the Borough Clerk has received from the Oceanport Baseball Association a donation to the Borough of Oceanport in the amount of \$14,475.00 for the renovations of the Blackberry Baseball and Softball fields and the Community Center Baseball field.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the gift of \$14,475 from the Oceanport Baseball Association is hereby accepted by the Borough of Oceanport the renovations of the Blackberry Baseball and Softball fields and the Community Center Baseball field.

BE IT FURTHER RESOLVED, that the Mayor and Council extend their appreciation and thanks to the Oceanport Baseball Association for their years of service and commitment to the children of Oceanport.

BE IT FURTHER RESOLVED, that the Borough Clerk shall provide a certified copy of this resolution to the Oceanport Baseball Association and the Oceanport Recreation Committee.



Mayor & Council

SCHEDULED

DISCUSSION ITEM (ID # 1660)

Meeting: 04/02/20 07:00 PM
Department: Administration
Category: Capital
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 1660

9.3

Bulkhead Repair Werah Place Terminus

From: [REDACTED]
To: [REDACTED]
Subject: [REDACTED]
Date: Mon Mar 19 12:00:00 PM 2018
Attachments: [REDACTED]
[REDACTED]
[REDACTED]

Hi Jeanne,

I was asked to provide you with information regarding last Thursday's meeting on 3/19, with two of our council members Rich Gallo and Tom Tvrdik.

Dear Rich and Tom,

Thank you again for meeting with me today. During my last conversation with Jay Coffey, he suggested that we ask the town council to relinquish the property. After today's meeting, I understand that solution is not an option. An additional solution that was mentioned, would be that the town will cover the initial costs for filing permits, applications and any associated fees in connection with the bulkhead replacement, please see estimate attached. I will also need written authorization on the NJDEP application and CAFRA for bulkhead replacement, which will be provided by the town. I have received an estimate from Surmonte Surveying, LLC to conduct surveying services for grading, preparation of plot and topographical along with variance preparation. I will have an estimate within the week from InSite Engineering who can handle both (upland and in water), zoning and engineering design plans, and anything else that we may need to support these efforts. The elevation study will determine the proper height of the bulkhead. Once the elevation is determined, it will require additional grading on the property. I have also received an estimate from Envirotactics regarding waterfront development and the NJDEP application submission, which I have also attached. I've had meetings with Bryan Stokes from Two Rivers Marine Construction who will be handling the purchasing of materials, demolition and the replacement of the bulkhead. The cost of replacement on the town's portion is estimated to be \$45,000-\$50,000. The difference in the estimated price (\$800-1000 a foot) is due to the natural progression in wall height. Also discussed during our meeting, was construction of a new home. I understand that I will need to obtain a variance working with bill White to provide access to the garage from the town's boat ramp. It may also require removal of a few trees in order to build a driveway.

1. Proposal for survey and preparation for topographic plan (Surmonte/InSite Engineering, LLC)
2. Preparation of the plot/grading/variance plan (Surmonte/InSite Engineering, LLC)
3. Waterfront development permit application and tidelands license(Envirotactics)
4. Any conservational and environmental fees required by the NJDEP for permits (Envirotactics)
5. ACOE permit applications (Envirotactics)

6. Archeological or cultural resource surveys (Enviro tactics)
7. NJDEP permit application fee for WDIP (Enviro tactics)

Billy Schmidt

Sr. Principal Engineer

Dell EMC | Deployment Services

mobile [+1 718 974 1626](tel:+17189741626)

Billy.Schmidt@Dell.com

November 22, 2019

Ryan Stokes Phone call (Two Rivers Marine Construction)–

732 403 6010

I spoke to Ryan Stokes and the replacement cost, demolition, removal and replacement for an environmentally safe bulkhead was estimated to be \$800-\$1000 per foot. The \$200 difference that could potentially occur in estimated price is due to the natural progression in wall height.

November 1, 2019

Billy Schmidt

Via email billy.schmidt@dell.com

**Re: Waterfront Development Individual Permit Application Price Estimate
101 Smith Street
Block 49, Lots 1 & 1.01
Borough of Oceanport, Monmouth County, New Jersey
EnviroTactics Cost Estimate #19-5965**

Dear Mr. Schmidt:

EnviroTactics, Inc. (EnviroTactics) submits the following price estimate to submit a Waterfront Development Individual Permit (WDIP) application to the New Jersey Department of Environmental Protection (NJDEP) for the above referenced property (herein referred to as the "site" or "subject property"). EnviroTactics understands that you recently purchased the property and are looking to receive NJDEP approval for the reconstruction of the onsite bulkhead and the construction of a new dock. EnviroTactics also understands that your property abuts a municipal owned lot and the two lots share a bulkhead. You would like to coordinate the permit application for the replacement of the bulkhead with the town.

Please note that the dock design will be required to conform to the requirements set forth in both the Coastal Zone Management Rules (N.J.A.C. 7:7) and the Army Corps of Engineers (ACOE) State Programmatic General Permit (SPGP) 19 standards. If the proposed dock does not meet the ACOE SPGP19 standards, then a separate application to the ACOE may be required, which is excluded from this proposal.

Additionally, a Tidelands license may be required for portions of the proposed dock which are located outside of existing Tidelands grant areas. However, it does appear that a grant is present outshore of your lot. This price estimate does not include any cost associated with a Tidelands license application if required for your property. It is unknown currently if the town's property has a grant. If the submittal of ACOE or Tidelands applications becomes necessary, revised pricing to address such will be provided under separate cover.

Based upon aerial photographs, it is not anticipated that any wetland crossing will be required. However, if wetlands are present onsite or offshore, they will need to be delineated and a permit will be required for the dock crossing. If permitting additional to the proposed Waterfront Development permit is required, then a change order will be prepared.

Please note that a shellfish conservation fee or other conservation restrictions may be required by the NJDEP after a permit is obtained depending on the location of the property in relation to regulated areas.

EnviroTactics, Inc.
1330 Laurel Ave.
Building 3
Sea Girt, NJ 08750

Phone 732.449.0077
Fax 732.449.5810
www.enviroTactics.com

No engineering or surveying is proposed as part of this proposal. Envirotactics understands that your surveyor and engineer will provide any required survey updates and site plans necessary for the NJDEP permit application submission. Additionally, the NJDEP Permit application fee has not been included will be the responsibility of the client.

Scope of Services

Application Preparation

In accordance with NJDEP protocol, Envirotactics will complete the following tasks as required by the NJDEP to submit an administratively complete WDIP application electronically through the NJDEP Online Portal. The application will be completed in accordance with the Coastal Zone Management (CZM) Rules at N.J.A.C. 7:7:

- Conduct a site visit and collect photographs for submission with the NJDEP permit application
- Prepare and obtain completed DLUR Application and Property Owner Certification Forms.
- Obtain and review the certified property owner list for properties within 200 feet of the site.
- Prepare application contents including site photos, site maps, Wildlife Impact Assessment reports as required.
- Prepare an Environmental Impact Statement detailing the project description and the applicability of the Coastal Zone Management Rules.
- Submit Certified Letters of Notification to Townships and property owners within 200 feet of project.
- Compile and submit the permit application to the municipality and the NJDEP.
- Upon receipt of the approved WDIP, Envirotactics will record the permit with the County clerk.

Project Management

As part of the permit application process, project management will be provided. As part of this, Envirotactics will submit an OPRA request and review all documentation supplied by the client as well as coordinate and correspond with the client, attorney and engineer to develop site plans that meet the requirements of the applicable regulations. This will include any plan reviews, report reviews, site visits, phone calls etc. Please note that all project management as indicated above, up until the application submission has been presented as a single fixed fee.

Once the application packet has been submitted to the NJDEP, project management as application support will be provided. This will include all costs (i.e. postage, shipping costs) and all correspondence (i.e. meetings, site visits) with the NJDEP, the client, and others involved in the development, including, but not limited to, engineers, architects, attorneys, etc.

Project Management time will be billed at a rate of \$95/hour for Environmental Scientists, \$125/hour for Project Managers and \$150/hour for Senior Project Managers. Utility vehicles will be billed at a rate of \$150/day.

Additionally, project meetings, plan revisions, and post-approval administration, printing, and reimbursables for the engineering and surveying services will be billed as time and expense.

Pricing

Please see **Attachment 1** for the estimated total for the proposed scope of services. Please note that the NJDEP Permit Application Fee for a WDIP at a single-family home is not included in this price estimate. The application fee of \$2,000 will be provided to Envirotactics directly by the client.

Scheduling

Envirotactics will begin the scope of work outlined above within one week of authorization to proceed.

Out of Scope of Services

The following services are considered Out-of-Scope for this price estimate. Pricing and authorization for any work required or requested for the completion of the following services will be provided under separate cover.

- NJDEP Permitting beyond the above scope of work
- ACOE Permit applications
- Tidelands applications
- Threatened and Endangered Species Studies, Habitat Assessments, and/or Reports
- Archeological or Cultural Resource Surveys
- Conservation Restrictions
- Mitigation (plans or proposals)
- Additional meetings and revisions beyond the above scope of work
- Any other item not specifically outlined in the above scope of work

Conditions**1. AGREEMENT**

- a) This Agreement between Envirotactics, Inc. (Envirotactics) and Client entails the entire agreement and understanding between the parties with respect to the proposed scope of services as outlined in this price estimate.
- b) Written authorization and deposit are required prior to scheduling work.
- c) This price estimate is valid for ninety (90) days from the date of the price estimate.
- d) Rates are subject to change January 1 and July 1 of each year. Client will be notified prior to any rate changes.
- e) The above price excludes any local, State or Federal fees (including permits, NJDEP Annual Remediation Fees or registration fees, review fees, or non-compliance fees) unless otherwise specified.
- f) This price estimate excludes fee increases or regulatory changes that affect the project or design. Any increased regulatory fee changes or compliance items will be the responsibility of the Client.

2. STANDARD OF SERVICES AND WARRANTY

- a) Services performed by Envirotactics under this Agreement will be conducted with the level of care and skill exercised by members of the same profession currently practicing under similar conditions. No other representation, express or implied, and no warranty or guarantee is included in this Agreement, or as to any report, opinion, document or otherwise.

3. RIGHT OF ENTRY AND UTILITIES

- a) When required to enter private property we do so with the permission of the Client and are not responsible for damage resulting there from.
- b) To the fullest extent permitted by law, Client shall waive any claim against Envirotactics and its subcontractors and shall indemnify, defend and hold them harmless from any claim or liability for injury or loss arising from damages to, or contact with, subterranean structures or utilities which are not identified by the utility mark out, or are not called to Envirotactics' attention and/or not correctly shown on the plans furnished to Envirotactics. Damage of any utilities not identified by the utility mark-out service or the Client is not the responsibility of Envirotactics.

4. BILLING AND PAYMENT TERMS

- a) A completed Customer Credit Application, written authorization and deposit are required prior to scheduling of any work.
- b) Deposit will be applied to final invoice.
- c) Please note that the pricing provided in this proposal is an estimate. Invoicing will occur monthly. Fixed fee tasks will be invoiced on a percent complete basis. Time & expense tasks will be invoiced in accordance with the rates provided.
- d) Unless specified, the pricing provided is not to be considered as a guaranteed maximum price or "Not to Exceed".
- e) For the performance of its services, Envirotactics shall be paid by the Client in accordance with the Agreement. Payment is due upon receipt of invoice and is past due thirty (30) days from the date of each invoice. The Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on past due accounts. If the invoice must be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by Envirotactics.
- f) If the Client objects to all or any portion of an invoice, the Client shall so notify Envirotactics, in writing, of its objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.
- g) If payment to Envirotactics is not maintained current, Envirotactics may suspend further performance and withhold all data from the Client until account is restored.
- h) If at any point during the project the Client cancels the scope of work authorized by this price estimate, the Client is responsible for payment of all unbilled time up until the point of cancellation.
- i) Final reports will be submitted upon receipt of payment.

5. MANAGEMENT AND USE OF DOCUMENTS

- a) Reuse of reports or other materials by the Client without written permission from Envirotactics for the specific purpose intended shall be at the user's sole risk, without any liability whatsoever to Envirotactics.
- b) Client agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, electronic documents or any printed copies thereof, unless Client has received the express written consent of Envirotactics to do so.
- c) Only the client may rely on the documentation delivered unless written authorization is provided by Envirotactics.
- d) Documentation provided to Envirotactics is not deemed confidential unless designated in writing.

6. INSURANCE

- a) Envirotactics maintains workers' compensation, employer's liability insurance, comprehensive general, automobile and \$1,000,000 of professional liability insurance coverage. Certificates of insurance evidencing such coverage shall be provided upon request.

7. LIMITATIONS OF LIABILITY

- a) Envirotactics liability for this project is limited to the total cost of the project as outlined in this price estimate.
- b) Envirotactics is not liable for damages caused by delays in performance of the services, which may arise from events beyond reasonable control.
- c) Nothing contained within this agreement shall be construed or interpreted as requiring Envirotactics to assume the status of a generator, storer, treater, or disposal facility as those terms appear within RCRA or within any federal or state statute or regulation governing the generation, treatment, storage and disposal of pollutants.
- d) The Client shall be solely responsible for their obligations under RCRA, Federal and State DOT, Federal UST laws, the New Jersey UST law, and other applicable Local, State or Federal laws or regulations.
- e) To the fullest extent permitted by law Client shall indemnify, defend and hold harmless Envirotactics from and against all claims, damages, losses and expenses, whether direct or indirect, including but not limited to fees and charges of attorneys and court or alternative dispute resolution proceedings, arising out of or resulting from the services or work of Envirotactics or any claims against Envirotactics arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Envirotactics is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the cause of the damages, claims and liabilities.
- f) The limitation of liability established under this Agreement shall survive the expiration or termination of this Agreement and shall apply to any additional services provided as the result of additional work orders, change orders or other Client directives.

8. LSRP CONDITIONS (LSRP projects only)

If contracting for LSRP professional services, Client recognizes that the LSRP must fulfill a dual role, serving as Client's consultant while required to meet the responsibilities identified in the NJ Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq.) including a priority of protection of public health and safety and the environment. Because the LSRP is frequently acting without NJDEP oversight, and is responsible for decisions and opinions consistent with the NJ SRP requirements including statute, regulation, and guidance, he or she may require additional follow-up to support decisions, judgments, and opinions based on conditions observed during the course of services under this agreement.

- a) The issuance of an RAO by the LSRP is not a guarantee or warranty that the site is free of contamination, that the remediation complies with all legal requirements, or that the RAO will be accepted by NJDEP.
- b) Envirotactics and the LSRP are not responsible for additional requirements imposed by the NJDEP after review/audit.
- c) Envirotactics and the LSRP are not responsible for fines associated with SRRA or the Administrative Requirements for the Remediation of Contaminated Sites.
- d) The LSRP has the right to withdraw for any reason as the designated LSRP upon providing written notification to the client.
- e) Client Obligations:
 - i. Client shall provide Envirotactics with all information known about the site as is reasonably known to the Client. Failure to provide such information to Envirotactics relieves Envirotactics of any liability.
 - ii. Client acknowledges that, under certain circumstances, Envirotactics is legally obligated to notify the NJDEP about conditions at the site as set forth in New Jersey laws, statutes or guidance and agrees not to hold Envirotactics or the LSRP or other Envirotactics personnel, liable for adhering to the reporting obligations and all other obligations, mandated by New Jersey laws, statutes or guidance.
 - iii. Client acknowledges that if they are not the property owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person responsible for conducting remediation on the referenced property (entity), and that entity understands, acknowledges and approves of these reporting obligations by Envirotactics and the LSRP.
 - iv. Client acknowledges that SRRA imposes upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and/or mandatory time frames. If the Client who is responsible for the remediation of a discharge at the site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve Envirotactics from any further obligation to continue work on the site, and relieve Envirotactics and the LSRP from any liability arising from the cessation of work.
 - v. Client understands, acknowledges, and agrees that if the LSRP's obligations under the LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSRP is bound by law to comply with the requirements of the LSRP Program.

9. PHASE I ESA/PRELIMINARY ASSESSMENT CONDITIONS (Phase I/PA projects only)

- a) A title/deed history or environmental lien search is not included. The Client will provide the title history or environmental lien search, as required.
- b) Envirotactics is not responsible for the accuracy of any information provided by others for review and incorporation into the final report.
- c) If data gaps are identified, Envirotactics will endeavor to comment on the significance of those data gaps. However, Envirotactics cannot, and does not warrant or guarantee that no significant events, releases or conditions arose, during periods such as data gaps.
- d) Envirotactics assumes no responsibility for environmental concerns that may exist and are not visually apparent during the site inspection or available from the records search.

10. LAND USE CONDITIONS (Land Use projects only)

- a) The NJDEP reserves final decisions on all permit applications. By completion of the permit applications, Envirotactics does not guarantee that NJDEP will grant the permit(s).
- b) Any deviation from NJDEP approved permits, plans and/or conditions or requirements is not the responsibility of Envirotactics and may require additional permitting and fees.

Thank you for the opportunity to submit this price estimate. Please contact us at 732-449-0077 with any questions or comments regarding the pricing or scope of this estimate.

Sincerely,
For Envirotactics, Inc.



Patrick Lyman, CFM
Senior Project Manager

Estimate #19-5965 Acceptance

The price estimate and conditions are acceptable. Please signify your acceptance of this price estimate and authorization for Envirotactics to proceed by signing a copy of this price estimate and returning it to Envirotactics along with the following information:

1. Signature of Authorization:

For Billy Schmidt

 (Name)

 (Title)

 (Signature)

 (Date)

2. Deposit in the amount of \$3,000
3. Completed Client Profile Form

Attachment 1 – Cost Estimate

<u>Phase</u>	<u>Resource</u>	<u>Estimated Units</u>	<u>Rate</u>	<u>Subtotals</u>
Waterfront Development Individual Permit				
Prepare Environmental Impact Statement				\$1,500.00
Conduct Site Visit, Prepare Supporting Documents and Submit Application				\$3,200.00
Geographic Information Systems (GIS) Application Support Mapping				\$150.00
GIS Software		1.0	\$150.00	\$150.00
Plan/Report Reproduction				\$50.00
Record Permit with County Clerk				\$300.00
Project Management				\$750.00
Project Manager		6.0	\$125.00	\$750.00
Submit Certified Letters of Notification				\$350.00
Postage		25.0	\$14.00	\$350.00
Shipping Fees				\$120.00
UPS Shipping		3.0	\$40.00	\$120.00
Estimated Total				\$6,420.00

Charles Surmonte P.E. & L.S.

Professional Engineer and Land Surveyor

301 Main Street, Allenhurst, NJ 07711

Phone 732-660-0606 Fax 732-660-0404

8 December 2019

William Schmidt

Re: New Residence
Block 49, Lot 1
101 Smith Street
Oceanport, N.J.

Proposal for Survey and Engineering Services:

Documentation of front yard setbacks within 200 feet	\$250.00
Preparation of Topographic Plan	\$750.00
Preparation of Plot/Grading/Variance Plan for submission to Borough	\$1250.00



Charles Surmonte P.E. & L.S.